The Swedish Food and Drink Industry

General Terms and Conditions of Employment for White-collar Employees

1 April 2023 – 31 March 2025

This is a translation of the Swedish collective agreement text.
In the event of a dispute about applicability or language,
the original Swedish text always applies.

Livsmedelsföretagen – The Swedish Food Federation

Unionen
Sveriges Ingenjörer – Engineers of Sweden
Ledarna

Agreements not included in this document

– Avtal om ITP (The ITP Pension Agreement)

– Avtal om tjänstegrupplivförsäkring (TGL) (The Group life Insurance Agreement)

– Omställningsavtal (The Job Transition Agreement)

– Överenskommelse om trygghetsförsäkring (Agreement on security insurance)

– Utvecklingsavtal (The Development Agreement)

– Avtal om social trygghet för tjänstemän vid utlandstjänstgöring (Agreement on Social Security for Employees Stationed Abroad)

– Samarbetsavtal om industriell utveckling och lönebildning – Unionen/Sveriges Ingenjörer (Cooperation agreement on industrial development and wage formation – Unionen/Engineers of Sweden)

– Avtal om användning av konkurrensklausuler i anställningsavtal (Agreement on the Use of Non-competition Clauses in Employment Contracts)

– Avtal angående rätten till arbetstagares uppfinningar (Agreement Regarding the Right to Employees' Inventions)

– Avtal om skiljedomsregler för skiljenämnden i uppfinnar- och konkurrensklausulstvister (Agreement on Arbitration Rules for the Arbitration Board for Inventorship and Non-competition Disputes)

Additionally, there are a number of other agreements, for example on collaboration and recommendations.

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1 Scope of the agreement

1.1 General information

This agreement applies to companies that are members of Livsmedelsföretagen, the Swedish Food Federation.

The agreement applies to all white-collar employees, with the exceptions and limitations stated below.

The agreement may form the starting point for discussions on similar rules for all employees at the company. Local parties may agree on such common rules without being limited by this agreement. In such cases, the provisions are to be approved by all relevant central parties. If this does not occur, the local parties are to strive for central negotiations on the issue between all parties.

1.2 Exceptions

This agreement does not apply to

- employees who, with regard to their work duties and terms of employment, may be considered to have executive management or comparable positions,
- employees whose position constitutes secondary employment.

Note:
The Sick Pay Act stipulates that an employee who is exempt from the agreement is entitled to sick pay during the sick pay period.

1.3 Employees who have reached retirement age

For employees who have reached the age specified in Section 32a of the Employment Protection Act (LAS); or who were employed by the company after reaching the normal retirement age for white-collar employees according to the ITP pension scheme; or who were employed after reaching the normal retirement age applied by the company, the agreement applies with the following limitations:

- The right to sick pay is described in 8.6.2 below
- The applicable notice period is described in 11.3.3 below.

An employer and an employee may reach agreement on terms and conditions of employment that deviate from those specified by this agreement.

1.4 Placement abroad

If an employee is placed abroad for work on behalf of the employer, the employment conditions for the period of foreign placement are to be regulated either by an individual agreement between the employer

and the employee or by a special foreign placement regulation or similar at the company.

During placement abroad, the Agreement on Social Security for Salaried Employees during Service Abroad applies to the employees specified in said agreement. The agreed insurance and pension benefits comprise ITP, TGL, TFA and benefits specified by the Employment Transition Agreement.

Statutory insurance and pension benefits comprise benefits specified by the Occupational Injury Insurance Act, as well as sickness benefit and ATP benefits specified by the National Insurance Act.

2 Employment

2.1 Unlimited term employment

Employment applies until further notice unless the employer and the employee have agreed that the employment is to be for a fixed term.

2.2 Fixed term employment

Agreements on temporary, fixed term employment can be made for

1. substitute employment,
2. probationary employment,
3. agreed fixed-term employment,
4. temporary work peaks,
5. internship work
6. employment for a certain period, certain season or certain tasks

- if it is due to the particular nature of the work
- for students for periods when they have holidays or take breaks from their studies, and
- for employees who have reached the age of 67; or who are employed by the company after reaching the normal retirement age for white-collar employees according to the ITP pension scheme; or who are employed after reaching the normal retirement age applied by the company.

2.2.1 Termination of fixed term employment

Agreements on fixed-term employment concluded in accordance with Section 2.2, points 1 and 3–6 of this agreement may be terminated prematurely by the employer or the employee giving notice of termination. The employment then ends one month after either party has

notified the other in writing of their intention to terminate the employment. The right to have the employment terminated by giving notice applies only until the time when the employee has reached a total employment period of six months at the company.

If the fixed-term employment position is terminated through notice of termination by the employer, the employer is to explain its decision if so requested by the employee.

Note:
The employer and the employee may agree in writing that a fixed-term employment position cannot be terminated by either party by giving notice.

2.3 Terms and conditions for substitute employment

Substitute employment refers to employment where an employee replaces another employee during their absence or holds a vacant position during the recruitment and employment process for that position. In the latter case, employment may be for a maximum of six months, but with the possibility of an extension if the employer and the local trade union are in agreement.

Note:
According to the Employment Protection Act, if an employee has been employed by the employer as a fixed-term employee for a total of more than two years during the past five years, the position is converted automatically to permanent employment.

2.4 Terms and conditions for probationary employment

Probationary employment may last for a maximum period of six months unless the local parties agree on a longer period in individual cases. However, probationary employment may not exceed 12 months.

If the employee has been ill for more than one month during the probationary period, the probationary employment may be extended by the equivalent of the sick leave period, provided that the employer and the employee agree.

Agreements on probationary employment can be made

- if the employee's qualifications within the position are untested or
- if there are other specific reasons to test the employee's qualifications and working capacity against the background of the special requirements of the work.

2.5 Terms and conditions for agreed fixed-term employment

Agreed fixed-term employment may be for a maximum of twelve months over a three-year period for one and the same employee, whereby no contract period may be shorter than one month. For newly established companies or companies that have not previously had any employees, when employees are employed for the first time and for three years thereafter, agreed fixed-term employment regarding one and the same employee may be for a total of no more than 18 months over a three-year period.

An employer may have a maximum of five employees employed on an agreed fixed-term basis at any one time.

2.6 Notification to the local trade union association

Employers who employ staff during temporary work peaks or on probationary employment should notify the relevant local trade union association at the company beforehand if this is possible in practice. The notification is to be given within one week of the employment agreement being signed.

2.7 Termination of employer's right to employ on probation and to cover work peaks

The local trade union association or relevant trade union at central level may terminate the employer's right to hire employees during temporary work peaks or on probation. The notice period for such a termination is three months.

Employers who wish to retain this right must request as soon as possible that negotiations regarding the matter be conducted during the notice period. The central parties may extend the notice period before the notice period expires to enable completion of negotiations according to the negotiation procedure. Ultimately, the issue can be escalated for negotiation in the SAF-PTK Service Sector Council.

3 General rules of conduct

3.1 Loyalty and trust

The relationship between employer and employee is based on mutual loyalty and mutual trust.

Employees are to observe discretion regarding the company's affairs, including pricing, designs, experiments and research, production conditions, business affairs and the like.

3.2 Secondary employment

An employee may not perform work or directly or indirectly conduct financial activities for a company that is in competition with the employer. Employees may not undertake assignments or engage in activities that may adversely affect their work for the employer. An employee who intends to undertake assignments or secondary employment of a significant nature should therefore first consult with the employer.

3.3 Elected positions

An employee has the right to hold state, municipal and trade union elected positions.

4 Pay for part of a salary period

Employees who begin or end their employment before the end of a calendar month are paid a daily salary for each calendar day of employment during that month.

For calculation of daily salary, see 9.3.3 below.

5 Overtime

5.1 Overtime work

5.1.1 Definition

Overtime work that gives the right to overtime compensation is defined as work that a full-time employee performs in addition to the normal daily working time that applies to that position if the employer ordered the overtime work or approved it retrospectively.

If the working time is shortened during a certain part of the year without a corresponding increase during another part of the year, overtime only occurs when the employee has completed the longer daily working time that applies during the rest of the year.

Time spent carrying out necessary preparation and finishing work that is normally part of the job does not count as overtime.

5.1.2 Calculation of overtime

When calculating overtime, only full half-hours are counted. If overtime work is performed both before and after normal working hours on the same day, both periods are to be added together.

5.2 Compensation for overtime

5.2.1 Money, leave, salary, annual holiday leave

Overtime work is compensated with
- money
- leave
- higher salary
- longer annual holiday leave

in accordance with the provisions below.

5.2.2 Money or leave

Employees are entitled to overtime compensation either in the form of money, (overtime pay), or in the form of time off, (compensatory leave), unless otherwise stated in 5.2.3 or 5.2.4 below.

Compensatory leave is granted if the employee so requests and the employer, after consultation with the employee, finds that leave can be taken without disruption to the operations of the company. During the consultation, the employer should consider the employee's wishes regarding when the leave should be taken as far as possible.

5.2.3 Higher salary, longer annual holiday leave

The employer and the employee may agree that, instead of money or time off, the employee receives a higher salary and/or three or five annual holiday leave days in addition to statutory annual leave, (overtime pay waiver). Such agreements are made with employees in managerial positions, employees whose working hours are difficult to calculate or employees who are free to schedule their own working time.

Any such agreement must be in writing and refer to an annual holiday leave year unless the employer and the employee agree otherwise. Agreements can be renegotiated before each new annual holiday leave year.

5.2.4 Preparation and finishing work

If the employer and the employee have expressly agreed that preparatory and finishing work must be carried out daily for at least 12 minutes and the salary has not been determined or is not determined with this in mind, the employee is to be compensated for this by having 28 days of annual holiday leave.

5.2.5 Notification to the local trade union association

If an agreement has been reached in accordance with 5.2.3 or 5.2.4 above, the employer is to notify the relevant local trade union association.

After notification, if the local association so requests, the employer is to state the reasons for the agreement.

5.3 Calculation of overtime pay and compensatory leave

5.3.1 Overtime pay

Overtime pay per hour is paid as follows:

Overtime work 06.00–20.00 Monday to Friday (except public holidays)	Overtime work at other times
$\frac{\text{Monthly salary}}{94}$	$\frac{\text{Monthly salary}}{72}$

Monthly salary refers to the current fixed monthly salary in money terms.

Overtime work at other times includes overtime work on weekdays that are non-working days for the individual employee, as well as on Midsummer's Eve, Christmas Eve and New Year's Eve.

Holiday pay is included in the compensation amounts.

5.3.2 Compensatory leave

Compensatory leave per overtime hour is granted as follows:

Overtime work 06.00–20.00 Monday to Friday (except public holidays)	Overtime work at other times
1,5 hours	2 hours

5.3.3 Overtime work that is separate from normal working hours *)

If the employee is ordered to perform overtime work at a time that is not a direct continuation of their normal working hours, overtime pay or compensatory leave is granted as if the overtime work had been for at least three hours. However, this does not apply if the overtime work is only separated from the normal working hours by a meal break.

The employer is to reimburse any travel expenses in the case of overtime work as stated above. This also applies to employees who are not entitled to overtime pay or compensatory leave.

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*) In the agreement with Ledarna, local agreements can be signed to replace rule in 5.3.3 with the following provision:

"If a supervisor or manager is ordered to perform overtime work at a time which does not constitute a direct continuation of their normal working hours, extra compensation for workplace attendance, (attendance compensation), of SEK 96 is to be paid. However, this does not apply if the overtime work is only separated from the normal working hours by a meal break.

Existing local agreements of this kind are also to apply.

5.4 Part-time employment

5.4.1 Additional hours compensation

If a part-time employee has performed work in addition to the normal daily working time that applies to the part-time position, (additional hours), compensation is paid per additional hour as follows:

$$\frac{\text{Monthly salary}}{3.5 \times \text{weekly working hours}}$$

Monthly salary refers to the current fixed monthly salary in money terms.

Weekly working time refers to the part-time employee's working time per week without public holidays, calculated as an average per month.

Holiday pay is included in the compensation amount.

When calculating additional hours worked, only full half-hours are counted. If additional hours are worked both before and after the normal working hours that apply to the part-time position on the same day, both periods are to be counted together.

5.4.2 Overtime compensation

If additional work is performed before or after the times that apply to the normal daily working hours for corresponding full-time employment at the company, overtime compensation is granted.

When calculating overtime compensation in accordance with 5.3.1 above, a part-time employee's salary is to be counted as the full-time salary equivalent.

6 Travel time compensation

6.1 Travel time

Travel time with the right to compensation refers to the time during an ordered business trip that is spent on the actual travel to and from the destination.

Travel time that is within the employee's normal daily working hours is counted as working time. When calculating travel time, only business travel that is outside the employee's normal working hours is counted.

When calculating travel time, only full half-hours are to be counted. Travel time both before and after normal working hours on the same day is to be added together.

If the employer has paid for a bed on a train or boat during the journey or during part of the journey, the time between 22:00 and 08:00 is not to be counted.

Travel time spent when the employee drives a car or other vehicle during a business trip, regardless of whether the vehicle belongs to the employer, also counts as travel time.

The trip is to be regarded as starting and ending in accordance with the employer's regulations for calculation of daily subsistence allowance or the equivalent.

Travel time should be planned in such a way that it does not impact the employee unreasonably with regard to nightly, daily and weekly rest periods.

6.2 Right to travel time compensation

Employees are entitled to travel time compensation in accordance with 6.3 below with the following exceptions:

- The employer and the employee have agreed that the employee will not receive travel time compensation. (This applies only to employees who are not entitled to overtime pay or compensatory leave).
- The employer and the employee have agreed that travel time is to be compensated for in another way. For example, travel time can be taken into account when the salary is set.
- The employee has a position that normally involves considerable business travel, e.g. a travelling salesperson, service technician or sim-

ilar. Such an employee is entitled to travel time compensation only if the employer and the employee have agreed on it specifically.

6.3 Compensation

Travel time compensation is calculated per hour as follows:

$$\frac{\text{Monthly salary}}{240}$$

When the travel takes place during the period from 18:00 on Friday until 06:00 on Monday; or from 18:00 the day before a public holiday or the day before a non-working day before a public holiday until 06:00 the day after the public holiday, the compensation is calculated as follows:

$$\frac{\text{Monthly salary}}{190}$$

Monthly salary refers to the current fixed monthly salary in money terms. Holiday pay is included in the compensation amount.

When calculating travel time compensation, a part-time employee's salary is to be counted as the full-time salary equivalent.

7 Annual holiday leave

7.1 General provisions

Annual holiday leave is granted according to existing legislation and the provisions specified in 7.2, 7.3, 7.5.1, 7.5.2, 7.6 and 7.7 below, as well as the exceptions specified in 7.4 and 7.5.3 below. Exceptions apply only where this is explicitly stated.

7.2 Transfer of annual holiday leave year and/or earning year

The employer can agree with an individual employee or the local trade union association that annual holiday years and/or annual holiday earning years can be adjusted.

7.3 Duration of annual holiday leave

7.3.1 Agreement on longer annual holiday leave

5.2.3 above states that the employer and the employee can agree that the employee will receive three or five annual holiday leave days in addition to the statutory holiday leave allowance.

The term annual holiday leave days refers to both paid and unpaid days.

Note:
For employees with more annual holiday leave than the minimum stipulated by legislation, the number of days with holiday pay is determined according to the principles in Section 7 of the Annual Leave Act.

7.3.2 Guarantee rule

If a collective or individual agreement entitles an employee to more annual holiday leave than specified in this agreement, the employee retains the right to longer holiday leave.

However, this guarantee rule does not apply when an employee has been granted longer holiday leave as overtime compensation or is no longer obliged to perform preparation and finishing work in accordance with 5.2.4 above.

7.3.3 Previous rules

Previous rules on the number of annual holiday leave days per year at a company are to continue to apply if this agreement specifies a lower amount of annual holiday leave.

If an employer wishes to change the provisions regarding annual holiday leave, notice is to be given to the employee party. Before a decision can be made, negotiations are to take place if the employee party so requests.

7.3.4 Same group of companies

An employee who moves from one company to another within the same group of companies may include the period of employment with the former employer when calculating the annual holiday leave entitlement if holiday compensation has not been paid in the previous position.

7.4 Holiday pay, supplementary holiday pay etc

7.4.1 Holiday pay

Holiday pay consists of the monthly salary that is applicable at the time that annual holiday leave is taken plus holiday allowance as calculated below.

The holiday allowance amount for each day of paid annual holiday leave is:

- 0.8% of the employee's monthly salary that is applicable at the time the annual holiday leave is taken.

  Monthly salary refers here to fixed monthly salary in money terms and any fixed monthly salary supplements.

  Regarding changed level of employment – see 7.4.4 below.
- 0.5% of the sum of variable salary components that have been paid out during the earning year.

Note:
The holiday allowance of 0.5% assumes that the employee has earned paid annual holiday leave in full. If this is not the case, the holiday allowance is to be adjusted upwards by multiplying 0.5% by the number of holiday days the employee is entitled to according to 7.3 above and then dividing by the number of paid holiday days the employee has earned.

Variable salary components covered by this agreement are:

- commission, bonuses or similar variable salary components,
- profit-related salary components
- compensation for staggered schedules, on-call duty and stand-by duty or similar variable salary components if these are not included in the monthly salary.

Commission, bonuses and similar are defined here as variable salary components that are directly related to the employee's individual performance.

For each calendar day, (full or partial), of holiday pay-compensated leave taken, an average daily income of variable salary components is to be added to "the sum of variable salary components that have been paid out during the earning year." This is calculated as follows:

Average daily income =

$$\frac{\text{Variable salary that has been paid during the earning year}}{\text{Number of days of employment minus annual holiday leave days and full calendar days of holiday pay-compensated leave taken during the earning year}}$$

Note:
The number of days of employment is defined in Section 7 of the Annual Leave Act.

Compensation for staggered schedules, on-call duty and stand-by duty or similar is not to be included in the above calculation if the employee has received such compensation for a maximum of 60 calendar days during the earning year.

Note:
Overtime compensation, additional hours compensation in case of part-time employment and travel time compensation are not counted when calculating holiday allowance. See 5.3.1, 5.4.1 and 6.3 above respectively.

7.4.2 Supplementary holiday pay

Supplementary holiday pay is 5.4% of the applicable monthly salary per unused paid annual holiday leave day plus any holiday allowance of 0.5% as specified in 7.4.1 above. Supplementary holiday pay for saved annual holiday leave days is calculated as if the saved day was taken in the holiday year in which employment ended. Regarding changed level employment, see 7.4.4 below.

7.4.3 Unpaid holiday leave

For each unpaid holiday day taken, a deduction of 4.6% of the monthly salary is made from the employee's applicable monthly salary.

For the definition of monthly salary, see 7.4.1 above.

7.4.4 Changed level of employment

If the employee had a different level of employment during the earning year than at the time the annual holiday leave is taken, the monthly salary applicable at the time the leave is taken is to be prorated in rela-

tion to the employee's percentage of normal full working time at the workplace during the earning year.

If the level of employment has changed during the ongoing calendar month, the level of employment that the employee had during the majority of calendar days in the month is applied.

For the definition of monthly salary, see 7.4.1 above.

7.4.5 Payment

When holiday pay is paid, the following applies:

Primary rule
The holiday allowance of 0.8% is paid out with the normal salary payment in connection with or immediately after the holiday leave being taken.

The holiday allowance of 0.5% is paid no later than at the end of the annual holiday leave year.

Exception 1
If a considerable amount of the salary consists of variable salary components, the employee has the right to be paid a holiday supplement amount provisionally calculated by the employer for the variable salary component with the normal salary payment in connection with the holiday. The employer is to pay any outstanding holiday allowance after the calculation specified in 7.4.1 above no later than at the end of the annual holiday leave year.

Exception 2
If an agreement has been reached that the annual holiday leave year and the earning year are the same, the employer may pay any outstanding holiday pay for variable salary components after the end of the annual holiday leave year. In such cases, the outstanding amount is to be paid with the first normal salary payment of the new annual holiday leave year.

7.5 Saving of annual holiday leave

7.5.1 Number of days

If an employee is entitled to more than 25 annual holiday leave days with holiday pay, the employee may agree with the employer to also save these additional holiday leave days on condition that the employee does not take previously saved annual holiday leave days in the same year.

The employer and the employee are to agree about in which annual holiday leave year the saved days are to be taken and when during the year.

7.5.2 Taking of saved holiday leave

Saved holiday leave days must be taken in the order they were saved.

Holiday leave days saved in accordance with the legislation must be taken before holiday leave days saved in accordance with 7.5.1 above during the same year.

7.5.3 Holiday pay for saved annual holiday leave

Holiday pay for saved holiday days is calculated as described in 7.4.1 above (excluding the note). When calculating the holiday allowance of 0.5%, however, all absence during the earning year, excluding normal annual holiday leave, is to be regarded in the same way as absence that qualifies the employee for holiday pay.

Holiday pay for saved holiday must also be adjusted to the employee's percentage of normal full working time during the earning year that preceded the annual holiday leave year in which the annual holiday leave was saved.

Regarding calculation of percentage of normal full working time, see 7.4.4 above.

7.6 Annual holiday leave for new employees etc

If a new employee's paid annual holiday leave days do not cover the time for the company's main holiday leave, or if the new employee wishes to take longer leave than that which corresponds to the number of annual holiday leave days, the employer and the employee may agree on leave of absence or leave without salary deduction for the number of days required.

Such agreement must be made in writing.

In the case of leave without salary deduction, the following applies:
If employment ends within five years from the day it began, a deduction is made from outstanding salary and/or supplementary holiday pay in accordance with the same provisions as for leave of absence, but calculated according to the salary that applied when the leave was taken. Deductions are not to be made if the employment has been terminated because the employee

- is ill or
- has resigned from their position in accordance with Section 4, third

paragraph, first sentence of the Employment Protection Act or

- has been made redundant due to lack of work.

Note:
For employees who have received more paid annual holiday leave days than they have earned, the provisions on advance payment of holiday pay found in Section 29, third paragraph of the Annual Leave Act apply if no agreement as specified above has been signed.

7.7 Certificate of annual holiday leave taken

The employee has the right to receive a certificate of annual holiday leave taken when their employment ends. See 11.3.8 below.

7.8 Holiday leave for intermittent part-time employees

7.8.1 Number of days

If an employee is employed part-time and has a working schedule which does not involve work every day of every week, (intermittent part-time work), the following applies:
The number of annual holiday leave days specified in 7.3, (gross vacation days), that are to be allocated during the annual holiday leave year is to be equivalent to the employee's percentage level of employment compared with the normal working hours that apply to full-time employees in a corresponding position. The number of annual holiday leave days that is then applicable, (net vacation days), is to be scheduled on days that would otherwise be working days for the employee.

If both paid annual holiday leave days, (ordinary holiday and saved holiday), and unpaid holiday leave days are to be scheduled during the annual holiday leave year, they are prorated individually as follows:

Number of working days per week/5 x number of gross holiday days to be scheduled =
number of annual holiday leave days to be scheduled on days

If the calculation does not result in a whole number, it is rounded up to the nearest whole number.

"Number of working days per week" refers to the number of days which, according to the working time schedule, are working days per week not containing a public holiday on average per four-week period (or other period that includes the entire scheduling period).

If, according to the working time schedule, the employee is to work both a full day and part of a day in the same week, the partially worked day is in this context to be counted as a full day. When holiday

is scheduled for such an employee, a full annual holiday leave day is scheduled even for the day on which the employee would only have worked part of the day.

Example

Part-time employment is scheduled for the following number of working days per week on average	Number of net annual holiday leave days (assuming 25 days of gross annual holiday leave)
4	20
3,5	18
3	15
2,5	13
2	10

If the working time schedule is changed so that the "number of working days per week" changes, the number of untaken net annual holiday leave days is to be recalculated so that the number corresponds to the new working time.

7.8.2 Compensation and deductions

Holiday allowance, supplementary holiday pay and salary deductions, (in case of unpaid holiday), are calculated based on the number of gross annual holiday leave days.

8 Sick pay etc

8.1 Right to sick pay

Employees are entitled to sick pay in accordance with the rules set out in this chapter of the agreement. In other cases, the provisions of the Sick Pay Act apply.

8.2 Notification of illness to employer

An employee who is unable to work due to illness, accident or occupational injury is to report this to the employer as soon as possible. If there are legitimate reasons preventing the employee from reporting illness, notification is to occur as soon as these have been resolved. The employee is also to notify the employer of when they expect to be able to resume work. The same obligation exists if the employee needs to be absent from work due to the risk of transmission of infection.

The employee has no right to sick pay for any period before such notification is given.

8.3 Written declarations and medical certificates

The employee is to submit a written declaration of illness to the employer. This must show the extent to which the employee is unable to work due to the illness. The employee has no right to sick pay before such a declaration has been submitted.

From the eighth calendar day of illness, the employee is to provide evidence of illness in the form of a medical certificate from a doctor, stating that the employee is unable to work and the length of the sick leave period. The employer may also request that the employee provide evidence of illness in the form of a medical certificate for the first seven calendar days of illness.

The employer may designate a doctor to issue the medical certificate.

There is no right to sick pay if the employee provides incorrect or misleading information about circumstances that are of relevance to the right to sick pay.

Note:
It is in the mutual interest of the employer and the employee – for the purpose of rehabilitation – that the cause of the illness can be identified as early as possible. This applies especially in cases of repeated illness.

8.4 Sick pay amount

8.4.1 Sick leave up to and including the 14th calendar day

In case of absence due to illness, a salary deduction is to be made for each hour as follows:

$$\frac{\text{Monthly salary x 12}}{\text{52 x the weekly working time}}$$

For absence due to illness for up to 20% of the average normal weekly working time during the period of illness, no sick pay is paid, (deduction for qualifying period).

If the period of absence is longer than 20% of the average normal weekly working time, sick pay is paid per hour as follows:

$$80\% \times \frac{\text{Monthly salary x 12}}{\text{52 x the weekly working time}}$$

If the employee was to have worked scheduled staggered working hours, absence due to illness lasting longer than 20% of the average normal weekly working time is also compensated for with 80% of the salary that the employee would have earned.

8.4.2 New sick leave period within five calendar days

If a new sick leave period begins within five calendar days of the end of a previous period, this is regarded as a continuation of the previous period.

8.4.3 When deduction has already been made for ten qualifying days

If the employee has had a total of ten qualifying period deductions in the past twelve months, no further qualifying period deductions are made.

8.4.4 Sick pay of 80% for the whole period

For employees who are entitled to sick pay of 80% without a qualifying period as a result of a decision by the Social Insurance Agency, no qualifying period deduction is to be made.

Note:
Sections 8.4.1 – 8.4.4 above are based on the relevant provisions of the Sick Pay Act.

8.4.5 Sick leave from the 15th calendar day

Sick leave deduction per day

For each day of absence due to illness, including non-working days, a sick leave deduction is made as follows:

For employees with monthly salaries up to 10 x the price base amount/12	For employees with monthly salaries above 10 x the price base amount/12
$90\% \times \frac{\text{Monthly salary} \times 12}{365}$	$90\% \times \frac{10 \times \text{price base amount}}{365} + 10\% \times \frac{(\text{monthly salary} \times 12 - 10 \times \text{price base amount})}{365}$

If the salary is changed during the period of illness, sick leave deductions are made based on the old salary until the day the employee receives notification of their new salary.

Maximum sick leave deduction per day

The sick leave deduction per day may not exceed

$$\frac{\text{Monthly salary} \times 12}{365}$$

When calculating the maximum sick leave deduction per day, monthly salary includes the following:

- fixed salary supplements per month, (e.g. compensation for staggered working hours or overtime supplements)
- any commission, bonus or similar that is earned during the period of illness and that is not directly linked to the employee's individual performance
- guaranteed minimum commission or similar.

8.4.6 Definition of monthly salary and weekly working time

Monthly salary

For the purposes of 8.4.1 och 8.4.5 above, monthly salary is defined as:

- current fixed monthly salary in money terms and any fixed monthly salary supplements
- estimated average income per month from commission, bonuses, profit-linked salary components or similar variable salary components. If the employee's salary is formed of such variable salary components to a considerable degree, the employer and the employee should agree on the salary amount from which sick leave deductions are to be made.

In the case of sick leave deductions from the 15th calendar day, monthly salary also includes benefits in the form of food and lodging, valued according to the provisions stipulated by the Swedish Tax Agency.

Weekly working time
Weekly working time refers to the number of working hours per week without public holidays for the individual employee. Where an employee has irregular working hours, the weekly working time is calculated as an average per month or other relevant schedule period.

If different working times apply at different times of the year, the working time per week without public holidays is calculated as an average per year.

8.5 Length of sick pay period

The right to sick pay ends after absence due to illness for 90 consecutive calendar days. For employees who have been continuously employed for less than one year and who have not moved directly from employment where they were entitled to 90 days of sick pay, the maximum period is 45 consecutive calendar days.

The right to sick pay also ends after the employee has been absent due to illness for a total of 105 calendar days (or 45 days respectively) during the past twelve-month period.

If the employee is granted disability pension in accordance with the terms of the ITP plan, the right to sick pay ends.

Note:
The provisions in 8.5 do not restrict the right to sick pay by law during the sick pay period.

8.6 Co-ordination and limitation rules

8.6.1 Employee receives other compensation

If an employee receives compensation from the state, from an insurance company or from an injury-liable third party, the employer may decide to reduce or withdraw sick pay in order to avoid overcompensation in the event of illness with regard to the sick pay levels that are stipulated in this agreement. This does not apply to compensation from the Social Insurance Agency or compensation in accordance with collective agreements.

8.6.2 Employee has reached retirement age according to the ITP pension plan

If on the date of employment the employee has reached the normal

retirement age stipulated in the ITP plan, the employer and the employee may sign an agreement to the effect that the employee is not entitled to sick pay from the 15th calendar day of the sick pay period. If such an agreement has been signed, the employer is to notify the local trade union association.

When retirement age has been reached according to Section 32a of the Employment Protection Act, 8.4.5 above only applies if an individual agreement exists between the employer and the employee.

8.6.3 Concealment of illness

Employees who concealed at the time of their employment by the company that they suffer from a particular illness are not entitled to sick pay from the 15th calendar day of any sick leave period that is directly related to that illness. This also applies if the employer requested a health certificate at the time of employment, but the employee was not able to provide one due to illness.

8.6.4 Reduced sickness benefits

If the employee has been fully or partially exempted from health care benefits according to the provisions of the National Insurance Act, sick pay is reduced accordingly.

8.6.5 Accidents etc

If the employee was injured in an accident while working for another employer or their own business, the employer is to pay sick pay from the 15th calendar day of the sick leave period only if the employer has specifically committed to doing so. This also applies if the employee has been injured as a result of an act of war.

If the inability to work is self-inflicted, the employee is not entitled to sick pay from the 15th calendar day of the period.

8.7 Parental pay

An employee who is on parental leave with the right to state parental benefit or is receiving temporary parental allowance in connection with the birth or adoption of a child, (sometimes known as paternity days/partner's days), receives parental pay from the employer. Parental pay is calculated by applying a deduction per day as specified below. The employee must have been employed by the employer for at least 365 consecutive days.

- Parental pay is paid for a total period of no more than 6 months within 18 months of the birth or adoption of a child,
- Parental pay is not paid for more calendar days than the leave covers and is only paid for full calendar days,

• Parental pay is paid in connection with parental leave.

Parental pay is calculated by making a salary deduction for each day of absence as follows:

Deduction per day
For each parental leave day, including non-working days, a deduction is made as follows:

For employees with monthly salaries up to 10 x the price base amount/12	For employees with monthly salaries above 10 x the price base amount/12
$90\% \times \frac{\text{Monthly salary} \times 12}{365}$	$90\% \times \frac{10{,}0 \times \text{price base amount}}{365} + 10\% \times \frac{(\text{monthly salary} \times 12 - 10 \times \text{price base amount)et})}{365}$

If the salary is changed during the period, deductions are made based on the old salary until the day the employee receives notification of their new salary.

Maximum deduction per day
The deduction per day may not exceed

$$\frac{\text{Monthly salary} \times 12}{365}$$

When calculating the maximum parental leave deduction per day, monthly salary includes the following:

• fixed salary supplements per month, (e.g. compensation for staggered working hours or overtime supplements)

• any commission, bonus or similar that is earned during the period of leave and that is not directly linked to the employee's individual performance

• guaranteed minimum commission or similar.

8.8 Leave with temporary parental allowance

For each hour of absence, a deduction is made as follows

$$\frac{\text{Monthly salary} \times 12}{52 \times \text{weekly working hours}}$$

In case of absence for an entire calendar month, the full monthly salary is deducted. Definition of monthly salary and weekly working time, see 8.4.6.

8.9 Infectious disease carriers

If an employee needs to be absent from work due to the risk of transmission of infection and the employee is entitled to infectious carrier allowance, deductions are made as follows:

Up to and including the 14th calendar day:
A deduction is made for each hour of absence as follows:

For employees with monthly salaries up to 10 x the price base amount/12	For employees with monthly salaries above 10 x the price base amount/12
$90\% \times \frac{\text{Monthly salary} \times 12}{52 \times \text{weekly working hours}}$	$90\% \times \frac{10 \times \text{price base amount}}{52 \times \text{weekly working hours}} + 10\% \times \frac{(\text{monthly salary} \times 12 - 10 \times \text{price base amount})}{52 \times \text{weekly working hours}}$

From the 15th calendar day:
Deductions are made as stipulated in 8.4.5 above.

For definitions of monthly salary and weekly working hours, see 8.4.6 above.

9 Leave

9.1 Personal leave

The term personal leave refers here to short periods of leave with pay.

Personal leave is normally only granted for part of a working day. In certain cases, however, leave can be granted for one or more days, for example in the event of a sudden illness in the employee's family or the death of a close relative.

If Easter Eve, Midsummer's Eve, Christmas Eve and New Year's Eve are not normally regarded as work-free days, personal leave should be granted on these days if it can be taken without disruption to the company's operations.

In years when the National Day public holiday, (6 June), falls on a Saturday or Sunday, the employee is to be given an alternative day off without salary deduction in accordance with the applicable local agreement.

9.2 Unpaid leave

Unpaid leave refers here to leave of absence, (= leave for at least one day), or other leave, (= leave for part of a day).

Unpaid leave is granted if the employer considers that it can be taken without disruption to the company's operations.

When the leave is granted, the employer is to state what time period applies. Leave of absence may not be scheduled so that it begins or ends on a Sunday and/or public holiday that is a non-working day for the employee.

9.3 Deductions for unpaid leave

9.3.1 Other leave

For other leave, a deduction is made for every full half-hour of absence. The deduction per hour is as follows:

$$\frac{\text{Current monthly salary (full-time salary equivalent)}}{175}$$

9.3.2 Leave of absence for up to five days

For leave of absence for a period of a maximum of five working days, a deduction is made for each working day of absence as follows:

$$\frac{\text{Current monthly salary}}{21}$$

Note:
For employees with a six-day working week, the figure in the calculation is to be changed from 21 to 25.

9.3.3 Leave of absence for more than five days

In the case of leave for a period longer than five working days, a deduction of the daily salary is made for each calendar day of leave.

Daily salary =

$$\frac{\text{Fixed monthly salary x 12}}{365}$$

Fixed monthly salary includes the following:

- fixed salary supplements per month, (e.g. compensation for staggered working hours or overtime supplements),
- any commission, bonus or similar that is earned during the period of illness and that is not directly linked to the employee's individual performance,
- guaranteed minimum commission or similar.

9.3.4 Intermittent part-time employment

If an employee is employed part-time and works full normal working hours only on some of the working days of the week, (intermittent part-time work), a deduction is to be made for each day of leave that would have constituted a working day for the employee as follows:

Monthly salary divided by
$\frac{\text{Number of working days per week without public holidays (average/month) x } 21}{5}$

Note:
For employees with a six-day working week, the figure in the calculation is to be changed from 5 to 6.

Examples of deductions for leave of absence for intermittent part-time employees

Number of working days per week in an average per month	Deduction per working day
4	$\frac{\text{monthly salary}}{16{,}8}$
3,5	$\frac{\text{monthly salary}}{14{,}7}$
3	$\frac{\text{monthly salary}}{12{,}6}$
2,5	$\frac{\text{monthly salary}}{10{,}5}$
2	$\frac{\text{monthly salary}}{8{,}4}$

9.3.5 Leave for a full month

If the employee takes leave of absence for an entire calendar month, the entire monthly salary is deducted. The same applies if the company applies another pay period of equal length instead of the calendar month.

10 Employees' rights and obligations in case of industrial action between employer and employee

10.1 Obligation to work

During industrial action, (strike, lockout, blockade or boycott), the employee has the following obligations:

- The employee is to carry out the tasks and duties associated with the position as normal.
- The employee is to carry out any work which otherwise falls within the employee's work responsibilities.
- The employee is to carry out work that ensures or facilitates the resumption of operations when the industrial action ends.
- The employee is to carry out maintenance work and repairs of machines, tools and other equipment for the company's own use. These tasks are to be primarily performed by employees whose duties normally involve maintenance and repair work or supervisory work within the relevant department or unit.

If the employer uses its own workforce to unload goods for the company's own use and was not able to cancel goods deliveries when notice of industrial action was given, the employee is obliged to participate in such work if the employer so orders.

10.2 Safety work

In addition to the provisions stated in 10.1 above, the employee is obliged to participate in safety work if required.

The following tasks are classed as safety work:

1. work that is necessary in the event of industrial action to ensure that operations can be terminated in a technically justifiable manner and

2. work that is necessary to prevent

- danger to people or
- risk of damage to buildings or other facilities, vessels, machinery or domestic animals or
- risk of damage to any inventory which is not used during the indus-

trial action to maintain the company's operations or disposed of in order to prevent material degradation or destruction to which the goods are liable due to their nature.

Work that someone is obliged to perform due to a specific regulation in law or the constitution and work whose neglect may entail liability for professional misconduct is to be regarded as equivalent to safety work.

10.3 Negotiation regarding certain work tasks

If during industrial action the employer raises the issue of work that is not mentioned in this chapter of the agreement, negotiation about this is to be held with the person or persons whose responsibility it normally is to do the work or also with representatives appointed by the employees. If the respective employers' association and the employees' representatives have jointly agreed that such work is to be carried out, the employees concerned are obliged to abide by the decision. If the organisations are not able to reach agreement, the matter is to be referred to the Elected Delegates Council at the request of either organisation. The Council's decision is then binding.

10.4 Unlawful industrial action

In the event of industrial action that is not permitted by law or collective agreement, each employee is obliged to perform, to the extent that is feasible, all relevant duties that can be performed in the prevailing conditions if so requested by the employer.

10.5 Termination of employment etc

An employee may not be made redundant due to anticipated or ongoing industrial action unless there is reasonable cause to believe that changed circumstances as a result of the conflict will make it impossible to provide employment for the employee when operations resume.

If industrial action has continued for at least three months and the employees cannot be offered full-time employment, the working hours and salary may each be reduced by 10%. For each additional month, a reduction of a further 10% can be made until the salary has decreased to 60% of the original amount.

The reduction in salary may not result in a reduction of contributions to pensions or other insurances linked to the position.

11 Termination of employment

11.1 Termination by the employee

11.1.1 Notice period

The employee's notice period is as follows unless otherwise stated in 11.3.1 – 11.3.4 below.

For employees employed by the company on **1 July 1997** or later, the following notice periods apply:

Total duration of employment at the company	Notice period in months
Less than 2 years	1
Between 2 years and 6 years	2
More than 6 years	3

For employees employed by the company before **1 July 1997**, the following notice periods apply:

Total duration of employment at the company	Employee's age and notice period in months			
	< 25 år	≥ 25 år	≥ 30 år	≥ 35 år
Less than 6 months	1	1	1	1
Between 2 years and 6 years	1	1	2	3
More than 6 years	1	2	3	3

Note:
How the duration of employment is to be calculated in certain cases is specified in Section 3 of the Employment Protection Act (LAS). See note under 11.2.1 below.

11.1.2 Notice in writing

The employee should submit notice of resignation in writing to ensure that there is no dispute about whether notice has been given. If notice is given verbally, the employee should confirm this to the employer in writing as soon as possible.

11.2 Termination by the employer

11.2.1 Notice period

For employees employed on or after **1 July 1997**, the notice periods stipulated in the Employment Protection Act apply.

Note:
The 1 May 1998 revision of the Employment Protection Act stipulates the following notice periods:

Total duration of employment at the company	Notice period in months
Less than 2 years	1
From 2 years to 4 years	2
From 4 years to 6 years	3
From 6 years to 8 years	4
From 8 years to 10 years	5
10 years or more	6

For employees employed by the company before **1 July 1997**, the following notice periods apply:

Total duration of employment at the company	Employee's age and notice period in months					
	<25 years	≥ 25	≥ 30	≥ 35	≥ 40	≥ 45 years
Less than 6 months	1	1	1	1	1	1
From 6 months to 6 years	1	2	3	4	5	6
From 6 years to 9 years	2	3	4	5	5	6
From 9 years to 12 years	–	3	4	5	6	6
More than 12	–	3	4	6	6	6

Note:
How the duration of employment is to be calculated in certain cases is specified in Section 3 of the Employment Protection Act (LAS).

Section 3 of the 1 May 1998 revision of the Employment Protection Act stipulates the following:

1. An employee who changes employment by transferring from one employer to another may include the duration of employment at the former company in the calculation of duration of employment at the latter if the employers at the time of the transfer belonged to the same group of companies.

2. An employee who changes employment in connection with a company, a business unit or a part of a company being transferred from one employer to another through a transfer described in Section 6b of the Act may include the duration of employment at the former employer in the calculation of duration of employment at the latter. This also applies when changing employment in the event of an employer's bankruptcy.

3. If an employee changes employment several times in circumstances referred to in 1–2 above, the employee may include the periods of employment with all relevant employers in the calculation of duration of employment.

4. Section 11 of the 1 July 2006 amendment of the Employment Protection Act states that if an employee who is on parental leave in accordance with Section 4 or Section 5 of the Parental Leave Act is made redundant due to lack of work, the notice period begins when the employee fully or partially resumes work or, according to the notification of parental leave that applies when the dismissal takes place, when the employee would have resumed work.

5. An employee may not have a shorter period of notice than that stated in the relevant provision of the Employment Protection Act.

11.2.2 Extended notice period

If an employee has been made redundant due to lack of work and has reached the age of 55 on the day that notice of redundancy is given and has been employed continuously by the company for at least ten years, the employee's notice period is to be extended by six months.

Note:
A notice period in such a case cannot be extended beyond the employee's 65th birthday.

11.2.3 Order of redundancy notice in case of staff reduction

The following text is a translation of an extract from Sections 8 and 9 of the Main Agreement between the Confederation of Swedish Enterprise (Svenskt Näringsliv) and the Council for Negotiation and Cooperation (PTK).

Clarification 1:
The fundamental principle of the collective agreement on employment transition for white-collar employees is that the company continuously allocates financial resources to be used in connection with reduced operations. This is to ensure that both the needs of the company in terms of the composition of its workforce and the redundant employee's requirements regarding financial compensation and help to find new employment can be met in such a situation. This in turn means an obligation for the parties involved, at the request of either party, to seek to reach agreement on the order of priority of redundancy in the event of a reduction of operations. The parties have a joint responsibility to ensure that the workforce at the company enables the company to achieve increased productivity, profitability and competitiveness.

The local parties are to evaluate the employer's requirements and needs in terms of staffing in the event of a reduction of the workforce. If these needs cannot be met by application of the relevant legislation, the order of priority is to occur in deviation from the provisions of the Employment Protection Act.

In doing so, the local parties are to determine which employees are to be made redundant, giving particular consideration to the competence needs of the employer, as well as the employer's scope to operate competitively and thereby offer continued employment.

It is assumed that the local parties, at the request of either party, will reach an agreement on the order of priority in the event of redundancies through application of Section 22 of the Employment Protection Act and any deviations from the provisions of the Act that are deemed necessary.

The local parties may also deviate from the provisions of Sections 25–27 of the Employment Protection Act by signing an agreement on order of priority in the event of re-employment. In such cases, the criteria described above are to apply.

It is the responsibility of the local parties to conduct negotiations as stated in the preceding paragraphs upon request, as well as to confirm the agreements reached in writing.

If the local parties are not able to reach agreement, the central parties have the responsibility to reach an agreement in accordance with the guidelines described above if either central party so requests.

It is assumed that the company, prior to the matters referred to in this section being addressed, provides the local or central party to the agreement with the relevant information.

> *Note:*
> *Without a local or central agreement as described above, termination of employment through redundancy due to lack of work and re-employment can be tried according to law, in accordance with the negotiation procedure.*
>
> *Existing local trade union associations or representatives appointed by the employees in the PTK collective within the company can be represented by a joint body, known as a PTK-L, with regard to this agreement and with regard to workforce reduction matters according to the agreements on general terms of employment applicable at the company. This body is then to be regarded as the "local employee party" to such agreements. The PTK-L is also to be regarded "the local employees' organisation" under the provisions of the Employment Protection Act.*

Clarification 2:
If agreement on the order of priority in the event of termination of employment due to a lack of work cannot be reached, the employer may exempt three employees covered by the relevant collective agreement at the operating unit concerned. Those exempted in this manner have priority access to continued employment.

Employers with only one operating unit may instead choose to exclude a total of four employees from all agreement areas when applying the above paragraph.

With regard to situations where several operating units have been aggregated to create a single order of priority by application of Section 22, third paragraph of the Employment Protection Act, the number of employees per agreement area exempted when applying the first paragraph is to be three plus one employee per operating unit that is included in the aggregation in addition to the first operating unit.

As an alternative to the provisions in the first, second and third paragraphs above, an employer may exempt 15% of the employees who are ultimately made redundant due to lack of work at the operating unit concerned and who are covered by the relevant collective agreement before the final order of priority list is confirmed. Exceptions according to this paragraph may comprise a maximum of 10% of the employees at the affected operating unit or operating units per collective agreement area.

An employer who exempts one or more employees in accordance with the first, second, third or fourth paragraph in the event of redundancy due to lack of work may not exempt further employees at the operating unit concerned and within the same collective agreement area in the event of further redundancies within three months thereafter.

Note:
This provision replaces the provision in Section 22, second paragraph of the Employment Protection Act, known as the two-person exception.

In this provision, collective agreement area refers to the category division between blue-collar and white-collar employees.

What constitutes an operating unit is not regulated in this provision. The definition of what is referred to as an operating unit can be found in Section 22, third paragraph of the Employment Protection Act. This provision is non-mandatory.

The concept "employees who are ultimately made redundant due to lack of work" refers to all employees whose employment is terminated due to the lack of work. In addition to the employees made redundant by the employer through this process, this also includes employees whose employment is terminated in other ways as a result of the lack of work, e.g. where employment is terminated through an individual agreement between employer and employee, through early retirement or similar.

With regard to the percentage rule, rounding up or down to full numbers is be done according to standard mathematical rules.

The employees who are exempted are to be of particular importance to the continued operations of the company in the opinion of the employer. The employer's opinion on this matter cannot be challenged legally.

The fifth paragraph states that the option to exclude employees from the order of priority does not apply in cases where the employer has made employees redundant due to lack of work and used the exemption option within the previous three months at the operating unit concerned and within the same collective agreement area. An employer who has made one or more employees redundant due to lack of work and exempted employees from the order of priority during this process may therefore not exempt employees from the order of priority in the event of further redun-

dancies due to a "new" lack of work at the same operating unit and within the same agreement area until three months have passed from the time the first redundancy process was completed. Otherwise, the employer may be liable for damages for violation of the order of priority rules. This only applies in cases where the employer actually exercised the option to exempt employees from the order of priority at the time of the previous redundancy process. In this provision, the term "the operating unit concerned and within the same collective agreement area" refers to an operating unit and collective agreement area where an employee has been made redundant due to lack of work. Taken together, this means that the restriction in the fifth paragraph of this Section only applies to operating units and agreement areas where an employee has actually been made redundant due to the lack of work.

11.2.4 Redundancy notice

Notice of redundancy that the employer is obliged to give to a local employees' organisation in accordance with the provisions of the Employment Protection Act is to be regarded as given either when the employer has submitted the notice in writing to the local employees' organisation or two working days after the employer has sent written notice by registered mail to the address of the trade union concerned.

If notice of redundancy is given when the company is closed for annual holidays, notice is regarded as having been given the day after the holiday ended.

11.2.5 Salary during notice period

Under the provisions of Section 12 of the Employment Protection Act, the following applies to employees who cannot be provided with work during the notice period and

- who receive commission, bonuses, productivity bonuses etc. which are directly linked to the employee's individual performance or
- who would normally have received compensation for staggered working hours, on-call duty or stand-by duty.

For each calendar day that the employee cannot be offered work, compensation is to amount to 1/365 of the corresponding income received during the immediately preceding twelve-month period.

11.3 Other provisions in case of termination

11.3.1 Agreement on longer or shorter notice period

The employer and the employee may agree that a different notice pe-

riod is to apply. In such cases, the notice period on the part of the employer must not be shorter than

- the notice period stipulated 11.2.1 – 11.2.2 above
- two months if the employee was unemployed and 55 years of age or older at the time employment at the company began. After three years of employment, the notice period may not be shorter than that stipulated in 11.2.1 – 11.2.2 above.

11.3.2 Probationary employment

If probationary employment is to be terminated before the probationary period ends, a mutual notice period of one month applies.

11.3.3 Employees who have passed retirement age

For employees who have passed retirement age as stipulated in 1.3 above, a mutual notice period of one month applies.

11.3.4 Employees reaching retirement age

If the employer or employee wishes to terminate a permanent employment position at the end of the month in which the employee reaches the age specified in Section 32a of the Employment Protection Act or later, the employer or employee is to give notice of this at least one month in advance. The employment is then terminated one month after notification has been given, but no earlier than at the end of the month in which the employee reaches the age specified in Section 32a of the Employment Protection Act.

After the employer has given notice in accordance with the previous paragraph, the rules on notice to the local employees' organisation, deliberation and negotiation in accordance with Section 33a of the Employment Protection Act do not need to be applied.

Note:
In good time before the beginning of the month in which the employee reaches the retirement age specified in the ITP pension scheme, the employer should consult the employee about whether they wish to terminate their employment when they reach the retirement age stipulated in the ITP scheme or remain in employment until the end of the month in which the employee reaches the age stipulated in Section 32a of the Employment Protection Act.

Clarification:
As of 1 January 2023, the age stipulated in Section 32a of the Employment Protection Act is 69 years, while the retirement age stipulated in the ITP pension scheme is 66 years for those covered by ITP1 and 65 years for those covered by ITP2.

11.3.5 Reduction of employee's notice period

If, due to particular circumstances, the employee wishes to leave their employment before the end of the notice period, the employer should consider whether this can be permitted.

11.3.6 Damages

If the employee leaves their employment before the notice period expires, the employer is entitled to compensation for any financial damage and disruption caused. This is to be no less than the amount corresponding to the employee's salary during the part of the notice period in which the employee did not work.

11.3.7 Certificate of employment/testimonial

After termination of employment by the employer or the employee, the employee has the right to receive a document that shows their employment period and work tasks, (a certificate of employment).

If the employee so requests, the employer is also to provide an assessment of how the employee performed during their employment (a testimonial).

The certificate or testimonial is to be provided within one week of the request.

11.3.8 Certificate of annual holiday leave taken

When employment has been terminated, the employee has the right to receive a certificate showing how many annual holiday leave days they have taken during the current holiday year. The certificate is to be provided within one week of the request.

If the employee was entitled to more annual holiday leave days than the number stipulated by legislation, the additional days are to be regarded as having been taken first.

12 Exclusion of certain categories of employee

The employer has the right to demand that an employee who is part of the senior management of the company may not be a member of an employees' organisation that is a party to this agreement.

The senior management of the company in this context includes

- members of the executive management team
- secretaries/personal assistants to members of the executive management team
- employees whose role includes representing the company with regard to matters relating to employees' working conditions.

Disputes about the scope of exclusion of categories of employee from an employees' organisation are to be resolved by the Elected Delegates Council.

13 Negotiation procedure

The previously applicable negotiation procedures stipulated in Section 7 of the agreement of 10 May 1989 between SAF and PTK and in Sections 9 and 10 of the negotiation protocol of the agreement of 21 May 1976 between SAF and PTK have been replaced by the Negotiation Procedure for the Swedish Food Federation and the Trade Unions Unionen and Engineers of Sweden. This negotiation procedure came into force on 1 June 2017. See Appendix 8.

For the trade union Ledarna, the negotiation procedure described in the collective agreement with Ledarna applies.

14 Period of validity

Agreements on salary formation in companies and general terms and conditions of employment are applicable from 1 April 2023 until 31 March 2025.

The parties are to commence negotiations regarding a new agreement in accordance with the Negotiation Agreement of 13 June 2016, (the Industrial Agreement).

APPENDIX 1

Guidelines on compensation for staggered working hours, on-call hours and stand-by duty

Livsmedelsföretagen – The Swedish Food Federation
Unionen
Sveriges Ingenjörer – Engineers of Sweden
Ledarna

A. General provisions

1 These provisions apply to all white-collar employees with the exception of those categories listed in Section 1.2 of the General Terms and Conditions of Employment for White-collar Employees agreement. The term "employee" in this agreement includes the roles of supervisor, manager etc.

2 Notice of staggered working hours, on-call hours and stand-by duty is be given to the relevant employees' representative(s) employed by the company in addition to the employees concerned.

In those aspects of the agreement which involve the participation of the local trade union association, Unionen and Engineers of Sweden may only act as employees' representatives if the matter concerns a member of Unionen and Engineers of Sweden, respectively.

3 Matters regarding the rescheduling of normal working hours, earning of time off for bridging days between weekends and public holidays, as well as preparatory and finishing work issues under 5.1.1 of the General Terms and Conditions of Employment for White-collar Employees agreement are not affected by this agreement.

4 According to the agreement's provisions on annual holiday leave, sick pay, overtime, travel time and pension rules, the following applies:

Note:
Compensation for staggered working hours, stand-by duty and on-call hours is to be included in the basis for calculations of holiday pay and supplementary holiday pay in accordance with 7.4.1 and 7.4.2 of the General Terms and Conditions of Employment for White-collar Employees agreement. For employees whose normal working time includes staggered working hours, on-call hours or stand-by duty, the compensation is included in the pensionable salary as stated in A 3:1 of the ITP agreement. Such compensation is not allowed in the application of the other provisions named above.

B. Guidelines regarding compensation for staggered working hours

1 The following guidelines apply to compensation for staggered working hours.

The local parties may in certain circumstances conclude an agreement which contains an alternative solution.

2 Staggered working hours refers to the part of the employee's normal working hours that falls outside the normal daily working time schedule applicable at the employee's place of work. Staggered working hours can also occur in the case of shift work.

Negotiation minutes:

a) The parties agree that there should be a reasonable justification for the introduction of work with staggered working hours. If in an individual case the relevant trade union asserts that there is no reasonable justification for staggered working hours, the employer is nevertheless entitled to stagger the working hours pending the outcome of any negotiations that may be requested.

b) If a flexible working time scheme is applied at the workplace, compensation is not paid for working time within the limits of the normal daily working time schedule, i.e. within the band of flexibility.

3 The employer should, where possible, notify the employee concerned about the staggering of working hours no later than 14 days in advance. Such a notification should also contain information regarding the estimated duration of the shift in working hours.

4 Staggered working time is compensated per hour as follows:

Between 18.00 and 07.00*	$\frac{\text{Monthly salary}}{400}$
Between 07.00* on a day which according to the normal working time schedule is a non-working day and 00.00 the following working day	$\frac{\text{Monthly salary}}{300}$
From 18.00 on Holy Thursday and New Year's Eve and from 07.00* on Pentecost Eve, Midsummer's Eve and Christmas Eve until 00.00 the first following working day, and between 00.00 the night before 6 June and 00.00 the night before 7 June	$\frac{\text{Monthly salary}}{150}$

*For bakeries, dairies and the milling industry, the time is 06.00 instead of 07.00.

5 Agreements on exceptions to the above compensation rates can be signed with employees to whom reasonable compensation is paid according to an alternative calculation.

6 Compensation for staggered working hours and overtime cannot be paid for the same hours.

C. Guidelines regarding compensation for on-call hours

1 The following guidelines apply to compensation for on-call hours. The local parties may in certain circumstances conclude an agreement which contains an alternative solution.

2 On-call hours refers to time when the employee does not have an obligation to work but is required to be at the employer's disposal at the workplace to perform work when needed.

3 Compensation per hour:

On call hours are compensated with	$\frac{\text{Monthly salary}}{600}$
Between 18.00 on the day before a non-working day and 07.00* on a non-working day	$\frac{\text{Monthly salary}}{400}$
Between 07.00* on a non-working day and 00.00 the following working day	$\frac{\text{Monthly salary}}{300}$
From 18.00 on Holy Thursday and New Year's Eve and from 07.00* on Pentecost Eve, Midsummer's Eve and Christmas Eve until 00.00 the first following working day, and between 00.00 the night before 6 June and 00.00 the night before 7 June	$\frac{\text{Monthly salary}}{150}$

*For bakeries, dairies and the milling industry, the time is 06.00 instead of 07.00.

On-call compensation is paid per shift and for a minimum of 8 hours, reduced by time for which overtime compensation was paid where applicable.

4 Agreements on exceptions to the above compensation rates can be signed with employees in more qualified positions to whom reasonable compensation is paid according to an alternative calculation.

5 On-call time is to be scheduled in such a way that it does not burden individual employees unreasonably.

Schedules for on-call time should be drawn up well in advance.

D. Guidelines regarding compensation for stand-by duty

1 The following guidelines apply to compensation for stand-by duty. The local parties may in certain circumstances conclude an agreement which contains an alternative solution.

2 Stand-by duty refers to time when the employee does not have an obligation to work but is required to be available in order to be at the workplace within the prescribed time after being contacted.

3 Compensation per hour:

Stand-by duty	$\frac{\text{Monthly salary}}{1400}$
Between 18.00 on the day before a non-working day and 07.00* on a non-working day	$\frac{\text{Monthly salary}}{1000}$
Between 07.00* on a non-working day and 00.00 the following working day	$\frac{\text{Monthly salary}}{700}$
From 18.00 on Holy Thursday and New Year's Eve and from 07.00* on Pentecost Eve, Midsummer's Eve and Christmas Eve until 00.00 the first following working day, and between 00.00 the night before 6 June and 00.00 the night before 7 June	$\frac{\text{Monthly salary}}{350}$

*For bakeries, dairies and the milling industry, the time is 06.00 instead of 07.00.

Stand-by compensation is paid per shift and for at least 8 hours, reduced by time for which overtime compensation was paid where applicable.

4 In the event of being summoned to work, overtime compensation is paid for time worked, and for no less than 3 hours. Reimbursement for travel expenses in connection with such work is to be paid.

5 Agreements on exceptions to the above compensation rates can be signed with employees in more qualified positions to whom reasonable compensation is paid according to an alternative calculation.

6 Stand-by duties are to be scheduled in such a way that they do not burden individual employees unreasonably.

Schedules for stand-by duty should be drawn up well in advance.

*****

These guidelines apply with the same period of validity as the General Terms and Conditions of Employment for White-collar Employees agreement.

APPENDIX 2

Agreement on working time provisions for white collar employees

1 Scope of the agreement

1.1
This agreement covers all white-collar employees employed by employers who are members of Livsmedelsföretagen, the Swedish Food Federation. The agreement replaces the Swedish Working Hours Act in its entirety. The terms "employee" and "local (trade union) association" in this agreement include supervisors/managers and "local supervisors'/managers' (trade union) association" respectively.

The parties agree that this agreement is within the framework of the EC Working Time Directive, which aims to safeguard employees' safety and health when working time is scheduled. Special provisions on working hours for minors can be found in the Work Environment Act.

1.2
The provisions in Sections 2–4 do not apply to:

- employees in executive management positions;
- work that the employee performs in their home or in other such circumstances where it cannot be regarded as the employer's responsibility to monitor how the work is organised.

1.3
An employer and an employee who sign an agreement that the right to special overtime compensation is to be replaced by more annual holiday leave days or be compensated in another way in accordance with 5.2.3 of the General Terms and Conditions of Employment for White-collar Employees agreement may reach an agreement that the employee is to be exempt from the provisions of Sections 2–4. Such an agreement may only be made for:

1. work that is carried out under such conditions that it cannot be regarded as the employer's responsibility to monitor how the work is organised;
2. work performed by employees whose work tasks and terms of employment mean that they have an executive management or comparable position or by employees whose work means that they have a mandate to manage and regulate their own working time.

Note regarding 1.2 and 1.3:
1.2 and 1.3 above state that certain employees are not covered by the

provisions of Sections 2–4. However, it is in the mutual interest of the employer and the local trade union association to be able to have a picture of the total working hours for these employees. For some, time is reported by clocking in or similar, for example when the company has a policy of flexible working hours. In such cases, a basis therefore exists for an assessment of the working time situation. In other cases, time worked cannot be recorded in the same way as for other employees. If the local trade union association so requests, the employer and the local association are to jointly design an appropriate basis for assessing the volume of working time for these employees.

For employees who have an overtime pay waiver in accordance with 5.2.3 of the General Terms and Conditions of Employment for White-collar Employees agreement, the total volume of working hours should be discussed annually between the employee and the employer.

Generally accepted practice for certain employees who are exempt from the provisions of Sections 2–4 has also been that they have a certain amount of freedom to determine their own working time. This freedom is not affected by this agreement.

1.4
A written agreement can be signed between the employer and the local trade union association to exempt, in addition to the exceptions stipulated in 1.2 and 1.3 above, certain employees or groups of employees from the provisions of Sections 2–4 in cases where the employees have positions or duties which require them to have responsibility to organise their own working time or where other special circumstances exist.

Regarding the validity period of such an agreement, see Section 7 below.

2 Working time calculation etc

2.1 Permissible working time
The total working time during each period of seven days may not exceed 48 hours on average during a 12-month period. Normal working time, overtime, additional working time and on-call time is to be included in the calculation of working time.

When calculating the total working time, annual holiday leave and sick leave taken at times when the employee would normally have worked is to be equated with completed working time.

2.2 Normal working time
Normal working time may not exceed an average of 40 hours per week without public holidays during a 12-month period.

For employees with intermittent three-shift work, the normal working time may not exceed an average of 38 hours per week without public holidays during a 12-month period.

For underground work and continuous three-shift work, the normal working time may not exceed an average of 36 hours per week without public holidays during a 12-month period.

Note:
Three-shift work can be carried out with three or more shift teams.

The local parties may agree on different ways to organise working hours in addition to those specified in the agreement, either to meet the needs of the company or to accommodate individual requests regarding the scheduling of working time.

Note:
The parties agree that different working time at different times of the year can be applied.

2.3 Scheduled breaks, meal breaks etc.

Unless the local parties agree otherwise, breaks are to be scheduled so that the employee does not work for more than five consecutive hours. A scheduled break is interpreted as an interruption in the daily working time during which the employee is not obliged to remain at the workplace. The employer is to specify in advance the length and timing of scheduled breaks as precisely as the circumstances allow.

Scheduled breaks may be exchanged for meal breaks at the workplace. Such meal breaks are counted as part of working time.

The employer is to organise the work so that the employee can take shorter breaks at the workplace in addition to the scheduled breaks. If the conditions at the workplace require, special work breaks can be scheduled instead. Such short breaks are included in working time.

2.4 Daily rest periods

2.4.1 Primary rule

Each employee is to have a continuous rest period of at least eleven hours during each 24-hour period, calculated from the start of the working day according to the employee's current work schedule, (daily rest period).

2.4.2 Exceptions

1. The local parties may agree on deviations from 2.4.1, provided that the employee is granted corresponding time off in direct connection with the working time that interrupted the daily rest period.

2. If a local agreement has not been signed in accordance with point 1 above, deviation from subsection 2.4.1 may be made temporarily if it is required by circumstances that could not have been foreseen by the employer, provided that the employee is granted corresponding time off in direct connection with the working time that interrupted the daily rest period.

3. If a local agreement has not been signed in accordance with point 1 above, deviation from subsection 2.4.1 is permitted for work by an employee on stand-by duty, provided that the employee is granted corresponding time off in direct connection with the working time that interrupted the daily rest period.

2.4.3 Deviations regarding the scheduling of corresponding time off

If there are objective reasons that prevent the scheduling of the corresponding time off in direct connection with the working time that interrupted the daily rest period as stipulated in 2.4.2 above, the corresponding time off is to be scheduled within 7 calendar days.

Note:
In cases of work for several consecutive days by employees on stand-by duty, the corresponding time off for these days can be added together and placed within seven calendar days of the last stand-by work period. This assumes that the employee still had sufficient rest during the stand-by period, despite interruptions in the daily rest period.

If the corresponding leave cannot be granted within seven calendar days, the local parties may agree on other suitable protections.

Note:
Other suitable protection does not mean only financial compensation.

2.4.4 Scheduling of corresponding time off in regular working hours

If the employer schedules the corresponding time off in regular working hours, no salary deduction is made.

2.5 Nightly rest periods etc

2.5.1 Night work

Night refers to the period between 22.00 and 06.00. A local agreement may define night as another period of at least seven hours which includes the period between midnight and 05.00. All employees are to have time off for nightly rest. The time off is to include the time between midnight and 05.00.

Deviation from the first paragraph may be made if, due to its nature, the needs of the general public or other specific circumstances, the work must be carried out between midnight and 05.00.

Deviation from the first paragraph may also be made through a local agreement.

2.5.2 Night workers

Night workers refers to employees who normally have at least three hours of their working time at night, and employees who are likely to have at least half of their annual working time at night.

The normal working time for night workers is not to exceed an average of eight hours per 24-hour period during a 12-month period.

Note:

1. *When calculating the average, the weekly rest period is to be deducted from the calculation period for each seven-day period started. Annual holiday leave and sick leave taken at times when the employee would normally have worked is to be equated with completed working time.*

2. *It is the intention of all parties that the length of the calculation period will not be applied in such a way that it leads to a working time schedule where extremely long work shifts without sufficient rest periods in between are scheduled over a long time.*

2.5.3 Night workers whose work involves particular risks

Night workers whose work involves particular risks or great physical or mental effort are not to work more than eight hours per 24-hour period when they work at night.

2.6 Weekly rest periods

Every employee is to have a continuous rest period of at least 36 hours during each 7-day period (weekly rest period).

Deviations from the first paragraph may be made through local agreements, which are to regulate when and how deviations may occur and how deviations are compensated for.

Time when the employee is on stand-by duty does not constitute weekly rest.

As far as possible, the weekly rest period is to be scheduled at weekends.

2.7 Overtime

2.7.1
In this agreement, overtime work refers to work that the employee has performed in addition to the length of the normally applicable daily working time if

- overtime work has been ordered be the employer in advance; or
- where the overtime work could not be ordered in advance, it has been approved retrospectively by the employer.

Time required the employee to carry out necessary and normally occurring preparatory and finishing work is not counted as overtime according to 2.7.2 below.

When calculating completed overtime, only full half-hours are included.

If the overtime work has been performed both before and after the normal working hours on a given day, the two overtime periods are to be added together in the calculation.

Note:
Regarding part-time employees, work that is compensated for according to 5.4.1 of the General Terms and Conditions of Employment for White-collar Employees agreement is deducted from the amount of overtime permitted by 2.7.2 below.

2.7.2
In certain specific circumstances, an employee's general overtime may be up to 150 hours per 12-month period.

2.7.3
An employee's general overtime may not exceed 48 hours during a four-week period or 50 hours during a calendar month. These amounts may only be exceeded in certain extreme cases, for example when it is required for work that cannot be interrupted before completion without considerable disruption to the employer's operations.

2.7.4
General overtime, regardless of the form of compensation, is to be deducted from the amount of overtime permitted according to 2.7.2 above.

If the overtime is replaced by time off, (compensatory leave), in accordance with the General Terms and Conditions of Employment for White-collar Employees agreement, the number of "overtime hours" that have been compensated for with the leave is returned to the amount of overtime permitted under 2.7.2 above.

Example:
An employee works overtime on a weekday evening for four hours. These overtime hours are deducted from the period of overtime permitted under 2.7.2. Agreement is reached that the employee is to be compensated with time off, (compensatory leave), for six hours, (four overtime hours x 1.5 hours = six hours of compensatory leave).

When the compensatory leave has been taken, the four overtime hours that have been compensated for through the leave are added to the amount of overtime permitted according to 2.7.2 above.

During the 12-month period, a maximum of 175 hours may be returned in this way to the amount of overtime permitted, unless the employer and the local trade union association agree otherwise.

Note:
The employer and the local trade union association can agree that, in order for it to be returned to the amount of overtime permitted in the manner described above, overtime that has been replaced with compensatory leave must be scheduled within a certain agreed period, for example calculated from the time the overtime work is performed or before a certain agreed date.

Regarding the validity period of such an agreement, see Section 7 below.

2.7.5
The employer and the local trade union association may sign an agreement for certain employees or groups of employees regarding a different calculation method or amount of general overtime. Any agreement on a different amount of general overtime is to be submitted to the relevant central parties for approval.

Regarding the validity period of such an agreement, see Section 7 below.

2.7.6
In addition to the above, in certain specific circumstances, agreement can be reached between the employer and the local association regarding additional overtime of a maximum of 150 hours per 12-month period.

2.7.7
If a natural or accidental event or other comparable circumstance which could not have been foreseen causes an interruption to the employer's operations or entails an imminent danger of such an interruption or of damage to life, health or property, overtime completed as a result is not to be taken into account in the calculation of overtime according to 2.7.2 above.

3 On-call hours

3.1
If, due to the nature of the company's operations, it is necessary for an employee to be at the employer's disposal at the workplace to carry out work when the need arises, on-call time may be taken for this up to a maximum of 48 hours over a four-week period or 50 hours over a calendar month. On-call time does not include time during which the employee performs work for the employer.

3.2
The employer and the local trade union association may sign an agreement for certain employees or groups of employees regarding a different calculation model or number of on-call hours.

Regarding the validity period of such an agreement, see Section 7 below.

3a Stand-by duty

Stand-by duty is to be scheduled so that it does not burden individual employees unreasonably. The parties agree that stand-by duty with a higher frequency than every four weeks should only occur in cases where it is justified by technical or staff resourcing reasons.

Note:
Stand-by duty is not counted as working time.

4 Recording of overtime and on-call hours

The employer is to keep the records required for calculating overtime according to Section 2.7 above and on-call hours according to Section 3 above. The employee, the local trade union association or a central representative of the relevant trade union has the right to see such records.

5 Negotiation procedure

Disputes regarding the interpretation or application of this agreement are to be referred in the first instance to negotiation between the local parties (local negotiation). If the local parties are unable to reach agreement, the dispute is to be referred to central negotiation if requested of either party.

A dispute can be referred by a central party to the Working Time Council for a ruling. See Section 6 below. Such a referral is to take place within one month of the end of negotiations. The Council's decision is binding on the parties unless the dispute is referred to the Labour Court no later than two months after the date of the Council's ruling.

Matters regarding deviations from the night work prohibition and extra overtime pay can only be heard by the Working Time Council after central negotiations.

In all other aspects, the main agreement's negotiation procedure applies.

6 Working Time Council

The Working Time Council hears disputes about the interpretation and application of this agreement, as well as about agreements signed with the support of this agreement.

The Council consists of four members. The Swedish Food Federation appoints two members and the relevant trade union parties appoint two members. One of the members acts as chair. The chair is appointed alternately by the parties for one calendar year at a time.

Each member has one vote. In the event of an equal number of votes, the Council can, at the request of a member, be supplemented by an additional member. Such members are appointed jointly by the parties in advance for a period of three years.

7 Period of validity

7.1

The provisions of this agreement are applicable from 1 April 2007 and have the same validity period as the General Terms and Conditions of Employment for White-collar Employees agreement.

If the working time agreement ceases to apply, any agreement concluded on the basis of the agreement also expires at the same time as the working time agreement expires.

7.2

Local agreements signed on the basis of Section 1.4, Sections 2.7.4-2.7.6 and Section 3.2 above and the right of the employer and the local trade union association to sign an agreement on additional overtime in accordance with Section 2.7.6 are to apply until further notice with a three-month notice period.

The agreement can be terminated by the employer, the local trade union association or the PTK association.

If either party wishes for the local agreement and the aforementioned right to sign a local agreement to remain in place, that party is to request promptly that negotiations be conducted in this regard during the notice period. The central parties may extend the local agreement's notice period to enable negotiations to be completed according to the negotiation procedure before it expires. As a final option, the question of whether the agreement is to remain in place can be taken up for deliberation in the SAF-PTK Service Sector Council.

APPENDIX 3

Excerpt from minutes of negotiations on 22 October 1979 regarding the Agreement on Working Time Provisions for White-collar Employees

Section 2

SAF and PTK are agreement the following:
The term "local trade union association" means, if there is no such body at the company, the employee or employees at the company whom the employees have appointed as their representative(s).

Agreement on weekly rest periods and nightly rest periods

Livsmedelsföretagen – The Swedish Food Federation
Ledarna

1
In order to establish appropriate schedules for shift work, on-call duty or stand-by duty and in case of overtime work, the weekly rest period is to be no less than 30 hours per 7-day period.

The local parties may also reach agreement that the weekly rest period is to be no less than 24 hours in certain circumstances.

2
Local agreements can be signed regarding deviations from the rules on nightly rest periods.

3
In the event of overtime work at weekends which is separate from stand-by duty and which, in the case of supervisors/managers who are not shift workers, requires presence at the workplace anytime on both Saturday and Sunday or between Saturday at 18.00 and Sunday at 0600, a special weekend overtime supplement is paid per weekend as follows: Monthly salary/215.

4
This agreement applies until further notice, with a mutual notice period of three months.

Reduction of working hours and partial retirement

1 Working time account under the 2007 agreement
The following rules apply unless the local parties agree otherwise:

1 Individual working time accounts will be introduced for all white-collar employees.

2 For each working time account, an amount calculated according to salary and other compensation for normal working time during the earning year, i.e. the period from 1 April until 31 March the following year, is paid in.

The amount paid in is calculated as follows:

Percentage	Date	Corresponding time off
2,0	31 March 2024	4 days
2,0	31 March 2025	4 days

3 The amount allocated to the working time account can be taken out as paid time off, a pension contribution or cash equivalent.

4 The employee decides how withdrawals are to be made from the working time account as stipulated in point 3 above. If the employee chooses to withdraw from the account in the form of paid time off, the time off is to be scheduled in agreement with the employer. The withdrawal year runs from 1 July following the end of the earning year until 30 June of the following year.

5 An employee who chooses the paid time off option does not have the right to save days from one agreement year to another. Time off not taken during the agreement year is replaced with a pension contribution. This also applies to employees who do not choose any of the three options.

Note from 2013:
Pension contributions of 0.2% for partial pension insurance will be introduced from 1 April 2014, and a further 0.3% from 1 April 2015. In addition, 0.6% will be allocated for partial pension insurance from 1 April 2014.

Note from 2016:
An additional 0.2% will be allocated for pension contributions for partial pension from 1 April 2016.

Note from 2017:
An additional pension contribution for partial pension will be allocated as follows:
- *0.2% from 1 April 2017*
- *0.3% from 1 April 2019*

Note from 2023:
An additional pension contribution for partial pension will be allocated as follows:
- *0.2% from 1 April 2023*
- *0.2% from 1 April 2024*

2 Collectively agreed part-time employment for retirement purposes

2.1 Part-time employment for retirement purposes, (partial retirement)
An employee can apply for the right to partial retirement from the month the employee reaches the age of 62.

If partial retirement is granted, the employment is a part-time position from the time the partial retirement commences, with the percentage of employment that results from the partial retirement.

When granting partial retirement, the employer of an employee covered by the ITP 2 pension scheme is to continue to report income based on the employee's previous employment level.

Preferential right to reemployment at a higher level of employment as stipulated in Section 25a of the Employment Protection Act does not apply to employees with part-time employment due to partial retirement under this agreement.

Note:
The parties agree that this agreement is to be adapted to the provisions of current legislation regarding retirement and pensions, e.g. tax rules regarding withdrawal of pension insurance.

2.2 Application and notification
The employee is to apply for partial retirement in writing to the employer six calendar months before the partial retirement is to commence. The application is to state clearly what level of employment is intended.

When the application is submitted to the employer, the employee is to notify the local trade union association at the company.

The employer is to notify the employee and local trade union association at the company in writing regarding whether the application has been approved no later than two months after receiving the application, unless a later date has not been agreed with the employee. Failure to respond in time constitutes a breach of regulation and thus means that the application is considered not granted. In the event that the application is not approved later, the employer is to pay SEK 2,000[1] to the employee concerned for the breach of regulation.

The employer may reject an application for partial retirement if, following an objective assessment, granting it would cause considerable disruption to the company's operations.

2.3 Negotiation and dispute

If an application for partial retirement has been rejected and the employee wishes to have the application examined through the negotiation procedure, the employee is to notify the local trade union association, which will then request a local negotiation. The matter is then to be regarded as a dispute about partial retirement with a level of employment of 80% and must follow the currently applicable negotiation procedure as follows.

The question of whether partial retirement is to be granted can be addressed in a local negotiation and then, if the issue is not resolved, escalated to a central negotiation.

If the parties are unable to reach agreement on the issue of whether partial retirement according to the agreement can be granted without considerable disruption to the employer's operations in either local or central negotiations, the local trade union association is to request a local negotiation on the employer's obligation to pay damages for incorrect application of the agreement if the employee wishes to pursue the matter further.

3a Working time under the 1998 agreement (Unionen/CF)

Discussions take place between the local parties regarding working time issues at the company. The local parties can reach agreement on issues such as reduced working hours for a full-time employee by one day from 1 May 1999, an additional day from 1 May 2000 and 31 March 2001 respectively, and for part-time employees in the relevant proportion to this. Any such reduction is scheduled as whole or part days. In these deliberations, issues such as flexible working hours can be discussed based on the requirements of the company and the wishes of the individual.

1 The amount is adjusted annually from 2014 according to the consumer price index.

If an agreement on reduction of working hours is not reached, the monthly salary for the employee concerned is to be increased by 0.5% per salary adjustment date or year.

3b Working hours under the 1998 agreement (Ledarna)
Discussions take place between the local parties regarding working time issues at the company. The local parties can reach agreement on issues such as reduced working hours for a full-time employee by one day from 1 May 1999, an additional day from 1 May 2000 and 31 March 2001 respectively, and for part-time employees in the relevant proportion to this. Any such reduction is scheduled as whole or part days. In these deliberations, issues such as flexible working hours can be discussed based on the requirements of the company and the wishes of the individual.

If an agreement on reduction of working hours is not reached, the monthly salary for the employee concerned is to be increased by 0.5% per salary adjustment date or year.

In companies where an agreement on "lifetime working hours" applies to other groups of employees, a corresponding agreement can be signed for a member of Ledarna.

Competence development at the workplace

Background

Increasingly fierce international competition requires ambitious and purposeful investment in developing the competence and skills of employees. Rapid developments in production bring the need for new skills for the employees concerned. Increased focus on customers and the market brings the need for greater flexibility. The transition from management according to regulatory controls to management by objectives and quality assurance brings the need for new organisational structures and ways of working.

Continuous improvement in these areas means that both the company's and the employees' development needs need to be identified. Here, managers have an important role in translating the company's needs to the situations of their own teams and individual team members.

Needs

All employees should be given opportunities to develop the skills required in new or changed roles and work tasks.

It should also be remembered that individual employees have ideas about their individual professional development needs and those of the company, based on their own perspectives. It may be a matter of developing knowledge and skills that can benefit both the individual and the company in the long term.

Professional development occurs through combinations of measures that involve job content, working methods, organisation of work, technical support and competence development.

Responsibility

It is the responsibility of companies to provide development opportunities for their employees and the organisation and technology required and to allocate the necessary resources. At the same time, it is up to the individual employee to take initiatives and show engagement in and responsibility for their competence development.

Dialogue

A key element in the development of employees' and the company's collective competence is dialogue between managers and their staff. It is through dialogue that the company's professional development programmes and their implementation can be described and communicated. Dialogue can also provide an indication of the individual em-

ployee's commitment, reflections and plans. This can occur, for example, through regular planning and development dialogues.

Experience shows that well-functioning dialogues require measures in the form of training of both managers and employees in communication, goal setting, follow-up of results etc. Dialogue needs to take place in a positive environment with the aim of providing good development for the employees and for the company.

In order to achieve the desired results, it is important that agreed measures, for example training initiatives, are documented and followed up, for example by creating individual development plans.

Cooperation

The parties agree that implementation of dialogue and competence development, as well as support for individual employees' initiatives regarding their own development, should be adapted to the needs and circumstances of each individual company and based on the company's business concept and long-term vision.

The methods for dialogue with the employees, planning, implementation and follow-up of various professional development initiatives should be discussed and agreed upon by the local parties.

Salary formation

Individual employees' competence development should form an important part of companies' salary formation processes. See the provisions of the Salary Formation Agreement.

Work environment – local work

The local parties have a responsibility to cooperate to achieve a good work environment. The employer is responsible for implementing measures to achieve agreed goals.

Work environment is the physical, organisational and social environment surrounding the employees at the workplace and forms the basis for preventive work environment work. Systematic work environment work is a process for systematically identifying, assessing and remedying work environment risks at a workplace.

In order to protect both lives and health, it is important to conduct work to improve safety and well-being in a way that ensures healthy and safe working conditions at the workplace. This can be achieved through various measures and methods aimed at improving the employees' health and work environment and reducing absence from work, which also increases productivity, quality and profitability for the employer.

The employer is to inspect working conditions regularly and assess the risks of ill health or accidents at work. Any risks that exist are to be reported and described regularly.

In co-determination negotiations regarding major changes in working hours, staffing and work organisation, the consequences of these changes are to be analysed and included as a natural element of the negotiation process. It is in the parties' mutual interest to seek to resolve any issues that arise through consensus.

The employer is to be responsible for ensuring that any occupational health care required by the working conditions is available. Occupational health care refers to an expert resource in the fields of work environment and rehabilitation. Occupational health care is to focus particularly on prevention and elimination of health risks in the workplace and have the competence required to identify and describe the links between work environment, organisation, productivity and health. If the company does not have own competence in these matters, it must be procured in the form of occupational health care services or the equivalent in the local area. It is important that the local employees' organisation at the company is allowed to participate in the procurement of occupational health care services and how the assignment is structured and formulated.

The employer is to follow up and evaluate its work environment work at least once a year in cooperation with the local trade union association.

APPENDIX 7

The structure and methods for work environment work should be designed to meet the needs of the local conditions.

The parties agree to recommend the following procedure:

1. Regular joint review by the local parties, where work environment goals are set and work environment issues are recorded.
2. Prioritisation.
3. Implementation.
4. Follow-up and evaluation, at least once a year.
5. New joint review by the local parties and updating of priorities.

The parties are to update the list of prioritised measures if required in order to ensure continuous systematic work environment work. It is the responsibility of the employer to ensure, through training and workplace introduction, that all employees are aware of any risks associated with their work. The employer is to ensure systematically that the employees know about any measures taken to prevent risks in their work.

The local parties are to design the workplace introduction together according to the conditions at the individual workplace. At the introduction, the local trade union association is to be allowed to provide information. When introducing new employees, current risks in the workplace are to be described clearly.

It is essential to update employees' knowledge and awareness when tasks, equipment, machinery and working methods change. This also applies in case of long absences from work or the relevant tasks. The employees concerned are to be given the opportunity to receive an introduction to work environment issues during working hours.

Negotiation procedure

Livsmedelsföretagen – The Swedish Food Federation
Sveriges Ingenjörer (Engineers of Sweden) and Unionen

1 Agreement to avoid dispute[2]

The parties' point of departure is that employers and employees address their common affairs and interests through constructive dialogue characterised by mutual understanding, and thus strive to avoid disputes. In the event of a dispute, the parties agree on the following procedure for negotiations.

The aim of this negotiation procedure is that the parties, first at local level and then at central level, will resolve the disputes in this spirit within the framework of the negotiation procedure. In that way, we can continue to uphold a strong tradition of avoiding dispute resolution in court as far as possible and thus contribute to efficient and flexible dispute resolution to the benefit of both employees and companies.

This negotiation procedure applies to all white-collar employees who are employed by members of the Swedish Food Federation.[3]

2 Duty of peace

The parties agree that a duty of peace exists between the parties regarding terms of employment and other conditions during the validity period of the General Terms and Conditions of Employment for White-collar Employees agreement between the Swedish Food Federation and Unionen and Engineers of Sweden.

Note:
The parties agree that this provision does not affect the right to take sympathy industrial action in accordance with Section 41 of the Co-determination at the Workplace Act.

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[2] If a negotiation between a member company and the local trade union association at the company concerns the way one or more white-collar employees perform their work tasks or how they affect the blue-collar employees, Unionen and Engineers of Sweden have the right to request attendance at the negotiation in order to acquire information that may be of importance in order to safeguard the interests of individual members. This is consistent with the provisions that applied under the previous negotiation procedure and does not mean that the white-collar trade union association can require that no separate discussions between the member company and the blue-collar trade union association take place during the negotiation.

[3] The parties agree that trade unions that are not party to this agreement cannot invoke this negotiation procedure in negotiations with the Swedish Food Federation. For the trade union Ledarna, the negotiation procedure specified in the Cooperation Agreement between the Swedish Food Federation and Ledarna applies.

3 Obligation to negotiate

If a legal or other dispute arises regarding terms of employment or other aspects of the relationship between the parties, negotiations are to be conducted in the manner stipulated by this negotiation procedure.

Note:
The parties agree that all disputes in which the employer-employee relationship is included as a necessary condition for a legal claim are covered by this negotiation procedure.

An individual employee who wishes to pursue legal action regarding an agreement between the employer and the individual employee or in accordance with the law without the support of Unionen or Engineers of Sweden, and where the dispute does not also involve matters relating to collective agreements, has the right to waive negotiations in accordance with this negotiation procedure. However, the negotiation procedure must be followed if negotiations in the dispute have already begun.

Note:
Collective agreements contain provisions that prevent legal action in accordance with laws such as the Tort Liability Act. This provision does not affect such rules.

An employee who chooses to pursue legal action as described above, without negotiations in accordance with the negotiation procedure, must observe the following regarding time limits:

- If the action involves a claim according to a law that contains provisions on a specific statutory limitation of actions, the provisions in the law apply.
- In other cases, the action must be brought within four (4) months of the employee becoming aware of the matter(s) to which the claim relates and no later than two (2) years after the matter occurred.

If the time limits specified in this paragraph are not observed, the employee loses the right to bring legal action.

4 Negotiations at local and central level

Negotiations are conducted at local level first, (local negotiation), and then, if agreement cannot be reached, at central level, (central negotiation).

Local negotiation takes place between the parties at the workplace.

Central negotiation is conducted between the trade unions and the employers' association at central level.

5 Payment disputes and disputes about obligation to work

The provisions in Sections 7–9 and 12–13 below regarding time limits and bringing legal action do not apply to disputes referred to in Sections 34 and 35 of the Co-determination Act. In such disputes, Section 37 of the Co-determination Act applies.

6 Disputes concerning employees' inventions

Disputes concerning employees' inventions are handled according to the agreement between the Confederation of Swedish Enterprise and PTK on the right to employees' inventions. The provisions of Section 35 of the Co-determination Act are not to be applied in such disputes.

7 Request for local negotiation

If a legal dispute arises regarding the invalidation of dismissal or summary dismissal, the party that wishes to pursue the matter is to request a local negotiation. The request is to reach the other party no later than two (2) weeks after the dismissal or summary dismissal occurred. If the employee has not received notification of the invalidation claim as stipulated in Section 8, second paragraph or Section 19, second paragraph of the Employment Protection Act, the time limit is one (1) month, counted from the day employment ended.

If a party does not request negotiation within the time specified in the paragraph above, that party loses its right to negotiate on the matter.

If a dispute other than that referred to in the first paragraph arises, a local negotiation is to be requested as soon as possible. The request is to reach the other party no later than four (4) months after the party requesting negotiation is to be deemed to have had knowledge of the facts underlying the dispute.

If a party does not request negotiation within the time specified in the third paragraph, that party loses its right to negotiate on the matter. This also applies in general to such disputes if a negotiation is requested more than two (2) years after the matters(s) that form the basis of the dispute occurred, or in disputes regarding unauthorised fixed-term employment, more than one (1) month after the period of employment expired.

Note:
For due salary or other compensation that is not disputed, the statutory of limitation of actions applies. In cases involving the right to initiate a debt collection blockade, Section 41, second paragraph of the Co-determination Act applies.

8 Request for central negotiation
If the parties are unable to agree on how a dispute should be resolved through local negotiation, the party that wishes to pursue the dispute further is to request a central negotiation with the other party.

In disputes regarding the invalidation of dismissal or summary dismissal, the request for a central negotiation is to reach the other party no later than two (2) weeks after the day the local negotiation ended.

After local negotiation in accordance with Section 11 or Section 12 of the Co-determination Act, the request must reach the other party no later than one (1) week after the day the local negotiation ended. This also applies to disputes regarding confidentiality in accordance with Section 21 of the Co-determination Act and in negotiations regarding outsourcing in accordance with Section 38 of the Co-determination Act.

In the case of a dispute other than those referred to in the third paragraph, the request for central negotiation is to be made promptly. The request must reach the other party no later than two (2) months after the day the local negotiation ended.

If a party does not request negotiation within the time specified in the third or fourth paragraph, the party loses its right to negotiate on the matter.

Clarification:
The deadline for requesting a central negotiation regarding a salary review negotiation with Unionen is regulated by the Salary Formation Agreement with Unionen, see Appendix 9 Section 4.1.

9 The time within which a local or central negotiation must begin
If a request for negotiation has been submitted within the prescribed time, the negotiation is to begin as soon as possible, but no later than three (3) weeks after the day the request was submitted. In individual cases, the parties may agree on a longer period.

10 Minutes of negotiations
If so requested, written minutes of the negotiations are to be taken. The minutes are to be written up promptly and approved and signed by the parties concerned.

11 How negotiations are concluded
A local or a central negotiation is concluded when the parties so agree or when one party has given the other party clear notification that they consider the negotiation concluded.

If minutes have been taken, the date that the negotiation ended is to be stated in the minutes.

12 Legal effect of ongoing negotiations and of loss of right to negotiate

Before negotiations between the parties to this negotiation procedure have been concluded, the parties may not take legal action or other measures connected with the dispute. This does not apply if a party, by refusing to negotiate, has prevented negotiations in accordance with the negotiation procedure from taking place.

A party that has lost its right to negotiate under the provisions of this negotiation procedure may not take action connected with the dispute.

13 Bringing legal action

A party that wishes to pursue a legal dispute further after negotiations have ended must bring legal action. In a dispute regarding invalidation of dismissal or summary dismissal, or a claim that a fixed-term employment position is not permissible and that the employment must be for an unlimited term, the legal action is to be brought no later than two (2) weeks after the date on which the central negotiation was concluded. In other disputes, the legal action is to be brought no later than four (4) months after the date on which the central negotiation was concluded. If the dispute concerns a duty of confidentiality under Section 21 of the Co-determination Act, the legal action is to be brought no later than ten (10) days after the date on which the central negotiation was concluded.

If legal action is not brought within the times specified in the first paragraph, the party loses its right to bring the action.

14 Miscellaneous

In the event of a breach of the peace obligation and in the cases regarding interim appointments, legal action can be brought without prior negotiations.

15 Period of validity

This negotiation procedure is applicable until further notice, with a notice period of six (6) months.

If there is a collective agreement between the Swedish Food Federation and Unionen or Engineers of Sweden regarding salaries or general terms and conditions of employment in place at the time the negotiation procedure, with observance of the notice period, expires, the negotiation procedure is to be extended in order for it to end at the same time as that agreement expires.

Salary formation agreement with Unionen and Engineers of Sweden 2023–2025

Period of validity: 1 April 2023 – 31 March 2025.

Agreement on salary formation at companies

Unionen

The Swedish Food Federation and Unionen have concluded the following agreement for members of the Swedish Food Federation and Unionen's members at these companies.

1 The importance of salary formation

Salary formation is a positive force in a company. It creates the conditions for individuals to develop and provides them with motivation, which contributes to increased productivity, efficiency and profitability. All employees participate in continuous improvement activity and their efforts lead to income-generating salary formation. This enables positive salary growth and job security.

Trustful cooperation between the executive management, union representatives and the employees is essential for the salary formation process. Providing information about the company's development to union representatives is important in this regard.

The foundation for salary formation is the company's business concept, as well as its finances, productivity development and growth potential, with established general goals broken down into sub-goals and individual goals.

2 Principles for salary setting at companies

Salaries are to be individualised and differentiated, taking into consideration the requirements of the company, the nature and content of the employee's work and the competence, capacity and performance of the individual. Of importance in this regard is the development of the employee's skills and qualities, for example in areas such as staff responsibility, technology, finance, information and material assets, competence, leadership and collaboration skills, problem solving, judgment, initiative and creativity.

When setting an individual's salary, special consideration is to be given to how the employee has met the goals that were set and the results achieved by the employee.

Technical development and altered conditions in the workplace require greater competence. Through competence development for current and future work tasks, employees are better equipped to contribute to the company's goals. Development of the company's work organisation requires flexibility, delegation of responsibility and improved competence.

Such development enables all employees to adapt to improve and grow in their roles according to the needs of the company. Through dialogue between manager and employee, scope is provided for development of the employee's work content, working methods and competence. When technical changes occur, manager and employee are to strive for rewarding work content, as well as opportunities for the employee to develop their competence and to take responsibility for their work.

Through improved competence, the employees contribute to the company's productivity development and are equipped for future tasks. This provides opportunities for personal development, with associated salary development.

The same evaluation and application of the above principles is to apply to both women and men, leading to the elimination of any unreasonable salary differences between genders. Prior to negotiations on salaries as described below, the local parties map and analyse women's salaries in relation to men's. If this analysis indicates that discriminatory differences exist at the company, salaries are to be adjusted.

If either party so requests, the central parties are to participate in reviewing how work to eliminate any unreasonable pay differences at the company is conducted.

3 The salary-setting process and local negotiations

3:1 Common points of departure

It is the individual company – its executive management, union representatives and employees – that has knowledge about the company's circumstances with regard to salary formation. The intention underlying the agreement is that the process and methods for implementing the salary-setting process are take place in collaboration between the executive management of the company and the union representatives.

In this regard, the parties should establish methods for cooperation and negotiation that support an active local salary-setting process, where the parties can contribute the knowledge they have of the company's business and operations. Every employee must be made aware of the basis on which their salary is set and how they can influence

their salary development. This creates principles for salary setting that can be accepted by both the employer and the individual employee.

3:2 Dialogue between the salary-setting manager and a member of Unionen

It is crucial for salary setting and professional development that there is a dialogue between the manager and the Unionen member concerned. The dialogue should address current work tasks, the work situation, development opportunities, competence requirements, results achieved in relation to set goals – taking an overall view in the short and long term – linked to individual salary development.

3:3 Prerequisites for the salary review

As part of the salary-setting process, the parties discuss the intentions underlying the agreement and how it is applied at the company, as well as agreeing dates for the salary review, the local criteria for the salary review and the timetable for the salary-setting process.

Negotiation takes place about individual salaries on the basis of the proposal submitted by the employer or the local employees' representative(s), (the local trade union association or an appointed representative of the white-collar employees at the company).

3:4 Process in case of no salary increase

On the assumption that each employee, through their work and their achieved results, contributes to the company's productivity development, increased profitability and growth, all employees should in principle receive a salary increase. If an employee is not given a salary increase, special consideration must be given by the relevant parties regarding the reasons for this, and the parties should agree on measures that should be taken in order to achieve a change.

3:5 Clarification of the intentions and principles underlying the agreement

The spirit of the agreement is that the local parties strive to reach agreement in local negotiations. If they have difficulty to reach agreement, the local parties may contact their respective central organisations in order to clarify the agreement's intentions and principles with regard to salary formation.

3:6 If local parties are unable to agree – individual guarantees and minimum salaries

If, despite the intentions underlying this agreement, the local parties are not able to agree on the salaries for the agreement period, the total salary amount for members of Unionen at the company covered by the salary review is to be increased by 3.9% on 1 April 2023 and by 3.1%

on 1 April 2024. Of this total, each full-time employee covered by the salary review is to receive a minimum increase of SEK 700 per month on 1 April 2023 and a minimum increase of SEK 525 per month on 1 April 2024.

If the parties are unable to reach agreement on the salary adjustment dates in accordance with Section 3:3 of this salary agreement, the salary adjustment dates will be 1 April 2023 and 1 April 2024 as above.

After the salary review, the monthly salary for full-time employees who reach the age of 18 is to be no less than SEK 21,927 per month on 1 April 2023 and no less than SEK 22,607 per month on 1 April 2024.

For employees without prior work experience, a lower salary may apply for a maximum of twelve months. If reasons for a lower salary other than lack of work experience are given, a local agreement is required.

4 Negotiation procedure and peace obligation

4:1

If a local negotiation on salary adjustment has been conducted and ended in disagreement, either party has the right to escalate the issue to a central negotiation. Central negotiation is to be requested no later than two (2) weeks after the date that the local negotiation ended.

4:2

If agreement on the application of this salary agreement cannot be reached in central negotiations, either central party may refer the dispute to the Council for Salary Issues. This must be done no later than three months after central negotiations have been declared closed.

The Council consists of four members, with the Swedish Food Federation and Unionen each appointing two members.

5 Period of validity

This agreement is valid until 31 March 2025.

The parties are to begin negotiations on a new agreement in accordance with the Negotiation Agreement of 13 June 2016 (the Industrial Agreement).

Scope and application of the agreement

Unionen
(Also applicable to Engineers of Sweden)

1 Scope of the provisions

1.1 Scope
This salary formation agreement applies to employees who began their employment at the company no later than the day of the salary adjustment date.

1.2 Exceptions
This salary formation agreement does not apply to employees who on the day before the salary adjustment date:
a) belong to the exempt group stipulated in Section 1.2 of the General Terms and Conditions of Employment for White-collar Employees agreement,
b) are under 18 years of age,
c) have fixed limited-term employment,
d) have probationary employment,
e) have reached retirement age as stipulated in Section 32a of the Employment Protection Act,
f) were employed by the company after reaching the retirement age applied by the company,
g) will be on leave of absence for at least the coming three months.

Note:
Employees who have had fixed-term employment continuously for six months or longer are, however, covered by the agreement.

Employees with probationary employment are covered by the agreement if they have moved from previous employment which was covered by the General Terms and Conditions of Employment for White-collar Employees agreement.

Employees are covered by the agreement if their absence is due to illness or parental leave. Their salary development during the leave should be such that their salary when they return to work is within the prevailing salary structure.

When an employee on leave of absence (g) returns to work, their salary must be set according to the same standards that applied to other employees at the company under this salary formation agreement.

This salary formation agreement is to guide the setting of the salary of employees who, on the day before the salary adjustment date, had substitute employment or probationary employment and were not covered by the agreement at that time, but who are given permanent employment at the company later during the agreement period.

1.3 Employees whose employment has ended
If an employee leaves their employment six months after the salary adjustment date or later and did not receive a salary increase, notification of the demand for increased salary is to be submitted to the company no later than one month after the employees at the company were notified that the salary review process has been completed.

Note:
If the employee neglects to submit the notification within the specified time, the salary formation agreement does not provide any right to receive a salary increase.

1.4 Employment contract signed on or after 1 October
Employees who signed an employment contract containing a specified salary up to six months before the salary adjustment date are not covered by this salary formation agreement.

Note:
This is on condition that the company and the employee have expressly agreed that the salary is to apply regardless of the following year's salary review.

1.5 Salary review already completed
If the local parties have already reached an agreement on salary increases pending a new salary formation agreement, these increases are to be offset against salary increases that the employees receive when the new salary formation agreement becomes applicable, unless express agreement has been reached to the contrary.

2 Application of the provisions

2.1 The term "company"
If a company has production and operations in different locations or if the company has several business units in the same location, each unit is to be regarded as a "company".

Note:
The company is regarded as a single entity if
a) this has been clear and accepted practice in the application of previous salary formation agreements or
b) a local agreement is reached to this effect.

2.2 Retroactive recalculation
The following applies regarding the recalculation of retroactive salary increases. The recalculation must be done individually for each employee concerned.

a) Salary supplements and other remuneration
Salary supplements and other remuneration linked to the monthly salary are to be recalculated retroactively.

b) Leave of absence deduction
Leave of absence deductions are to be recalculated retroactively.

c) Sick pay
Sick leave deductions during the sick pay period are to be recalculated retroactively. Sick leave deduction for the period thereafter is not to be recalculated retroactively.

Note:
Sick leave deductions up to the 14th calendar day of the sick pay period are to be recalculated retroactively. However, sick leave deductions from the 15th calendar day are not to be recalculated retroactively.

2.3 Change in working time
If the length of the normal working time at the company or for certain employees changes, the salaries of the employees concerned are to be adjusted in proportion to the change in working hours. This does not apply to changes as a result of agreement on reduced working hours through a central agreement.

3 Commission
For employees who are paid commissions and bonuses, the parties should strive for earnings development in the long term that follows that of other employees. It is in the nature of these forms of pay that the annual earnings of the individual employee can vary.

4 Profit-related salary components
For employees with a profit-related salary components, the same principles for salary increases apply as for other white-collar employees.

5 Certain pension issues

5.1 Pensionable salary increases
Retroactive salary increases for employees who leave their employment on the salary adjustment date or later are not pensionable.

If the employment ends due to retirement, however, the salary increase is to be pensionable.

5.2 Notification of pensionable salary
Companies are to notify Collectum/PRI of any salary change as pensionable salary from the day the salary adjustment applied.

Agreement on salary formation at companies

Engineers of Sweden

The Swedish Food Federation and Engineers of Sweden have concluded the following agreement for members of the Swedish Food Federation and Engineers of Sweden's members at these companies.

1 Common points of departure

It is the shared opinion of the parties that increased profitability, productivity and innovation are decisive factors for increased competitiveness and growth of companies, thus creating better conditions for engineers' salary development.

Productivity development is a result of a creative process that requires clear goals for the company's operations and for the individual engineer. The company's management has a particular responsibility to ensure that goals are set through dialogue and that results are followed up.

The focus of this agreement is to create a process in which an engineer's performance, competence, capacity and individual salary development are connected. This gives engineers the scope to influence their own salary development.

The purpose of every development measure must be to improve the company's competitiveness. The education and professional development of engineers is vital for the company's productivity and adaptability. Developing the competence of engineers for current and future tasks and activities ensures that they are better equipped to contribute to the achievement of the company's goals.

2 Principles for salary setting at companies

2:1

Salary setting and salary development for engineers takes place against the background of the conditions that create the company's financial circumstances, primarily productivity development and how the engineers contribute to it. Salary setting must be part of an income-generating process that stimulates increased productivity and competence development in various forms.

2:2

Salaries are to be individualised and differentiated, taking into consideration the requirements of the company, the nature and content of

the employee's work and the competence, capacity and performance of the individual, as well as efforts to develop the competence of others to the benefit of the employer.

The starting point is the work tasks and competence requirements, as well as the goals of both an individual and general nature that have been set for the business. The goals can also refer to the development of individual skills and characteristics, where examples of important assessment criteria include technical competence, leadership and co-operation skills, technical, financial and staff responsibility, judgement, goal focus, initiative, creativity and innovativeness.

The primary factor in individual salary setting is how set goals are achieved and the performance of the employee.

The same evaluation and application of the above principles is to apply to both women and men, leading to the elimination of any unreasonable salary differences between genders. Prior to negotiations on salaries as described below, the local parties map and analyse women's salaries in relation to men's. If this analysis indicates that discriminatory differences exist at the company, salaries are to be adjusted.

If either party so requests, the central parties are to participate in reviewing how work to eliminate any unreasonable pay differences at the company is conducted.

3 The salary-setting process and local salary negotiations

3:1
The shared principles regarding salary formation under this agreement require the local parties to discuss the intentions underlying the agreement and how it is applied at the company. Using their knowledge of the company and its situation, and with due consideration of each other's interests, the local parties collaborate in the salary-setting process. The parties set a timetable for the local process and agree salary adjustment dates.

3:2
A review of each member's salary takes place each year. It is crucial that there is a dialogue between the manager and the Engineers of Sweden member concerned based on the fundamental principles outlined in Section 2 above.

The engineer's scope for professional development and individual salary development are also to be addressed in the dialogue.

The manager is responsible for ensuring that the dialogue takes place.

The dialogue on competence development between managers and engineers is addressed in Appendix 6 to the General Terms and Conditions of Employment for White-collar Employees agreement, (Agreement on Competence Development at the Workplace).

3:3
The employer submits proposals for new individual salaries for members of Engineers of Sweden to the local trade union association. If the association so requests, the local parties negotiate and reach agreement on the individual salaries. The negotiation includes an analysis of the salary structure, and the engineers' greater experience of their roles and work tasks, increased demands in their work, increased authority and responsibilities, promotion and improved performance are considered. The salary structure is to reflect the engineers' qualifications in the form of their technical education and training and their professional competence.

If a request for negotiation is not received within three weeks of the employer submitting the proposals, the employer confirms the new salaries.

For any member who does not receive a salary increase, there should be a separate dialogue between the relevant parties regarding the individual's capacity to perform the work and the current requirements of the job, the need for competence development measures or other appropriate efforts to support the member.

If there is no local trade union association at the company, the proposal is submitted to and discussed with the engineers individually.

3:4
The spirit of the agreement is that the local parties strive to reach agreement in the local negotiations. If they have difficulty to reach agreement, the local parties may contact their respective central organisations in order to clarify the agreement's intentions and principles with regard to salary formation.

If, despite the intentions underlying this agreement, the local parties are not able to agree on the salaries for the agreement period, the total salary amount for members of Engineers of Sweden at the company covered by the salary review is to be increased by 3.9% on 1 April 2023 and by 3.1% on 1 April 2024 if no other agreement on salary adjustment dates has been reached by the local parties.

4 Negotiation procedure

4:1
If the local parties are unable to reach agreement on the application of this agreement through local negotiations, either party has the right to escalate the issue to a central negotiation.

4:2
If agreement on the application of this salary agreement cannot be reached in central negotiations, either central party may refer the dispute to the Council for Salary Issues. This must be done no later than three months after central negotiations have been declared closed.

The Council consists of three representatives of the Swedish Food Federation and three representatives of Engineers of Sweden. One of the representatives of the Swedish Food Federation is to act as chair and one of the representatives of Engineers of Sweden is to act as vice chair.

5 Period of validity
This agreement is valid until 31 March 2025.

The parties are to begin negotiations on a new agreement in accordance with the Negotiation Agreement of 13 June 2016 (the Industrial Agreement).

Scope and application of the agreement Engineers of Sweden

This salary formation agreement applies to members of Engineers of Sweden and other unions. The term "and other unions" is used in this context to stipulate that the agreement applies to members of the following Saco trade unions:

- Akademikerförbundet SSR

- The Swedish Association of Architects

- DIK

- Akavia

- The Church's Graduate Association

- The Swedish Association of Physiotherapists

- The National Union of Teachers in Sweden

- The Swedish Pharmacists Association

- The Swedish Association of Professional Scientists

- The Swedish Psychological Association

- The Swedish Association of School Principals and Directors of Education

- The Swedish Association of University Teachers and Researchers

- The Swedish Veterinary Association

The provisions for members of Unionen stipulated under Scope and application of the agreement also apply to members of Engineers of Sweden and other unions.

Agreement with Ledarna

The Swedish Food Federation and Ledarna have concluded the following agreement for members of the Swedish Food Federation and Ledarna's members at these companies.

Common points of departure

The Swedish Food Federation and Ledarna agree that salary formation should take place locally at company level. This creates better conditions for increased productivity, which is a crucial factor for a company's competitiveness and profitability.

It is important that the content of the Ledarna agreement is communicated within the company and that the company's executive management provides clear guidelines for the application of the agreement.

People who represent the company have a particular responsibility to ensure that set goals are achieved and that results are followed up. This requires them to be committed to the company's business concept, goals and success factors and be able to explain and communicate them.

Competence development is a vital component in a company's productivity development. It is part of the development of work processes, employees and leadership. Therefore, any employee who acts as a representative of the company must receive support, training and development in their management role.

1 Principles for salary formation

The salary formation process for members of Ledarna is determined at company level.

In cooperation with Ledarna's local representatives, the company should establish relevant local salary criteria and produce a written description of how the collective agreement with Ledarna is to be applied in practice at the company. It is of particular importance that the dates for salary review are included in the description. The central parties have produced support material for the local process. In companies where Ledarna has no local representatives, the salary-setting manager is to agree dates for development dialogues, salary dialogues etc with the individual employees and to apply the basic principles of this salary agreement.

Salary formation must be part of a productivity and revenue generating process and stimulate improved performance. Salary setting and salary development takes place against the background of the condi-

tions that create the company's financial circumstances, primarily productivity development and how the individuals contribute to it.

Salaries are to be individualized and differentiated. It is essential that there is a dialogue between the salary-setting manager and the individual employee regarding goals and performance. The salary-setting manager should therefore have great influence on how the salary is determined.

Agreed goals, achieved results and the employee's performance form the basis of the individual assessment. Both the company and the individual concerned have a responsibility to ensure that there is a good dialogue and that the salary setting process works well.

2 Negotiation procedure

2.1 Local and central negotiation and the Council for Salary Issues

2.1.1
Salaries are determined at least once a year and can be adjusteded at different times for different employees. If a member of Ledarna cannot agree on a new salary with their salary-setting manager, the member has the right to request support from their local representative. If agreement is not subsequently reached in the salary dialogue, local negotiation can be requested immediately.

If the local parties are unable to reach agreement through local negotiation, either party has the right to escalate the issue to a central negotiation. This must be requested no later than three weeks from the day the local negotiation is declared closed. For any member who is not offered an increase in salary, there is to be a separate dialogue between the relevant parties regarding the individual's capacity to perform the work and the current requirements of the job, the need for competence development measures or other appropriate efforts to support the member.

2.1.2
It is in the spirit of the agreement that the salary level is set primarily through the salary dialogue with the salary-setting manager. If agreement cannot be reached through local negotiation, the central organisations should be consulted regarding how the agreement is to be applied before the negotiation is concluded. The aim is that central negotiations should not be required.

2.1.3
If the parties cannot agree through central negotiation, the matter can be referred to the Council for Salary Issues for a ruling. This must occur no later than three weeks after the central negotiation has ended. The Council is then to issue a ruling within two months.

2.1.4
A party that does not observe the deadlines stipulated in 2.1.1–2.1.3 above loses the right to take the matter further and the employer then has the right to set the salary.

2.1.5
The Council for Salary Issues consists of four members, of which the Swedish Food Federation and Ledarna appoint two members each, as well as a secretary each. If the Council reaches a unanimous decision, it can act as an arbitration board with an impartial chair appointed by the board. This also applies if a mediator appointed by the parties orders that individual negotiation issues are to be decided by an arbitration board.

2.2 Mediation
If required, the parties agree to appoint a mediator, whose task is to assist the parties in negotiations under this agreement.

If the parties are unable to reach agreement on the disputed issue after central negotiation and deliberations by the Council for Salary Issues, either party may request mediation according to the provisions below.

Where requested, mediation is to be requested within two weeks of the parties being issued a ruling by the Council for Salary Issues. The mediator is then to analyse the disputed matter as quickly as possible and call the parties to a meeting. In connection with this, the mediator can

- instruct the parties to investigate or describe in greater detail individual negotiation issues,
- with the consent of the central organisations, order that individual negotiation issues are to be decided by the Council for Salary Issues in its capacity as an arbitration board,
- present proposals for how to resolve the negotiation issues,
- postpone any industrial action that a party has given notice of until all conceivable possibilities for a solution have been exhausted, but for no longer than 14 calendar days.

2.3 Peace obligation
This agreement on salary formation means that a peace obligation regarding the matters regulated by this agreement applies to both the local and the central parties.

If agreement on the individual salaries cannot be reached through central negotiation in accordance with 2.1.3 above, Ledarna has the right decide on the termination of the peace obligation at the company or part of the company in question. Notice of this must be given immediately to the Swedish Food Federation. A party may not give notice of or commence industrial action at the workplace in question before the matter has been referred to the Council for Salary Issues, the Council's ruling has been issued to the parties and mediation in accordance with 2.2 above has taken place. Notice of industrial action is only valid if issued by the Association Board of Ledarna or by the board of the employers' association.

In all other aspects, the industrial action provisions contained in legislation and collective agreements apply.

2.4 General terms and conditions of employment
If agreement cannot not be reached through central negotiations on matters regarding general terms and conditions of employment, the provisions on mediation in 2.2 above apply.

3 Dispute resolution

3.1 Obligation to negotiate
If there is a legal or other dispute regarding a matter other than those referred to in Sections 1 and 2 above concerning terms of employment or the relationship in general between the parties, negotiations are to be conducted in the order described in 3.2–3.9 below.

3.2 Negotiations at local and central level
Negotiations take place between the local parties, (local negotiation), first, and then, if agreement has not been reached, between the parties at central level, (central negotiation).

3.3 Request for local negotiation
Local negotiation is to be requested as soon as possible. The request is to be submitted to the other party no later than four months after the party requesting negotiation is to be deemed to have had knowledge of the facts underlying the dispute, unless otherwise regulated by law or collective agreement.

If a party does not request negotiation within the time specified in the first paragraph, that party loses its right to negotiate on the matter. This also applies in general to such disputes if a negotiation is requested more than two years after the matter that forms the basis of the dispute occurred.

3.4 Request for central negotiation
If the parties are unable to agree on how a dispute should be resolved through local negotiation, the party that wishes to pursue the dispute further is to request a central negotiation with the other party.

Central negotiation must be requested as soon as possible. The request is to be submitted to the other party no later than two months after the date the local negotiation ended, unless otherwise regulated by law or collective agreement. For disputes relating to Section 11 or Section 12 of the Co-determination Act, the request is to reach the other party no later than one week after the date the local negotiation ended.

If a party does not request negotiation within the time specified in the second paragraph, the party loses its right to negotiate on the matter.

3.5 The time within which a local or central negotiation must begin
If a request for negotiation has been submitted within the prescribed time, the negotiation is to begin as soon as possible, but no later than two weeks after the date the request was submitted. In individual cases, the parties may agree on a longer period.

3.6 Minutes of negotiations
If so requested by Ledarna, written minutes of the negotiations are to be taken by a representative of the employer. After conclusion of the negotiation, a copy of the minutes is to be sent to Ledarna.

3.7 How negotiations are concluded
Unless otherwise agreed by the parties, a local or a central negotiation is concluded when the parties so agree or when one party has given the other party clear notification that it considers the negotiation concluded.

If minutes have been taken, the date that the negotiation ended is to be included in the minutes.

3.8 Requirements for negotiations and loss of the right to negotiate
Before negotiations between the parties to this negotiation procedure have been concluded, the parties may not take legal action or other measures connected with the dispute. This does not apply to legal action as a result of a breach of the peace obligation.

A party that has lost its right to negotiate under the provisions of this negotiation procedure may not take action connected with the dispute.

3.9 Bringing legal action
A party that wishes to pursue a legal dispute further after negotiations have ended is to bring legal action. The parties may agree that the dispute is to be resolved by arbitration instead of by the Labour Court.

Legal action is to be brought no later than four months after the date on which the central negotiation was concluded, unless otherwise regulated by law or collective agreement.

If legal action is not brought within the time specified in the second paragraph, the party loses its right to bring the action.

Note:
Disputes regarding interpretation and application of working time provisions are to be referred to the Working Time Council.

4 Period of validity
This agreement replaces the main agreement on salary formation at companies between The Swedish Food Federation and Ledarna and the negotiation procedure within the main SAF/SAL agreement. It is valid until further notice, with a notice period of three months.